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September 28, 1995

I, Debbie Gifford, the undersigned, Clerk of the Council of the City of Kalispell, certify that the foregoing is a true and correct copy of Ordinance 1226, approved by motion by the City Council of the City of Kalispell at City Hall on June 5, 1995.

Debbie Gifford, CMC

Debbie Gifford, CMC
Kalispell Clerk of Council



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ORDINANCE NO. 1226

AN ORDINANCE APPROVING A PLANNED UNIT DEVELOPMENT ON CERTAIN REAL PROPERTY OWNED BY NORTHWEST HEALTH CARE CORPORATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KALISPELL, AS FOLLOWS:

SECTION I.

That the Planned Unit Development proposed by Northwest Health Care Corporation, upon the real property described in Exhibit "A", attached hereto, incorporated herein, and thereby made a part hereof, is hereby approved, subject to:

- A) Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons (Common Area) [Exhibit "B", attached hereto, incorporated herein, and thereby made a part hereof];
- B) Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons (Retail/Commercial/Office) [Exhibit "C", attached hereto, incorporated herein, and thereby made a part hereof];
- C) Declarations of Covenants, Conditions and Restrictions, Buffalo Commons (Multi-Family) [Exhibit "D", attached hereto, incorporated herein, and thereby made a part hereof];
- D) Declaration of Covenants, Conditions, and Restrictions, Buffalo Commons (Single Family) [Exhibit "E", attached hereto, incorporated herein, and thereby made a part hereof];
- E) Declaration of Covenants, Conditions, and Restrictions, Buffalo Commons (Medical Facilities) [Exhibit "F", attached hereto, incorporated herein, and thereby made a part hereof];
- F) Large Map Exhibits, Northwest Health Care, Buffalo Commons PUD, [Exhibit "G", attached hereto, incorporated herein, and thereby made a part hereof]; and

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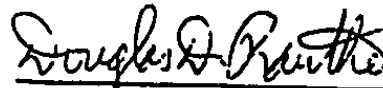
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- G) Development Agreement, dated May 17, 1995, between Northwest Health Care Corporation and the City of Kalispell, [Exhibit "H", attached hereto, incorporated herein and thereby made a part hereof].

SECTION II.

This Ordinance shall take effect from and after 30 days of its passage by the City Council.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF KALISPELL, MONTANA, THIS 5TH DAY OF JUNE, 1995.



Douglas D. Rauthe - Mayor

ATTEST:


Dennis J. God, CMC
Clerk of Council

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EXHIBIT "A"

Those portions of Government Lots 5, 6, 8, and 13, Section 6, Township 28 North, Range 21 West; and the Southeast Quarter of the Northeast Quarter, Section 1, Township 28 North, Range 22 West, Principal Meridian, Flathead County, Montana as described in Certificate of Survey No. 12409 as parcels One (1) through Five (5), on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

ORDINANCE NO. 1226
EXHIBIT "A"

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(EXHIBIT "B")

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Common Areas)**

THIS DECLARATION, made this 24th day of August, 1995,
by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property known as "Buffalo Commons" situated in Flathead County, Montana, described herein on Exhibit "A", a copy of which is attached hereto and by this reference made a part hereof.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described on Exhibit "A" to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

Section 2: "Association" shall mean The Buffalo Commons Property Owners Association.

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Section 3: "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 4: "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of others, including but not limited to parks, trails, easements, and recreational facilities.

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.

ARTICLE II. PROPERTY OWNERS ASSOCIATION

Section 1. Non-profit Corporation: The owners of the property set forth in Exhibit "A" shall form a Montana Non-profit Corporation and adopt necessary By-Laws known as "The Buffalo Commons Property Owners Association, Inc." hereinafter referred to as Association. The Association to be formed by Declarant shall have as members all owners as defined herein. 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. The Association's purpose is to provide services and facilities to the owners as it may determine.

Every owner who is a member of the Association shall have a right and easement of enjoyment in and to the common area which 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 common area.
- b. The right of the Association to suspend the use or enjoyment of the 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.

c. Any Association member may delegate the right of enjoyment of the common area to members of the member's family, tenants, contract purchasers or guests.

Section 2. Purpose: The purpose of the Buffalo Commons Property Owners Association is to adopt rules and regulations for the use and maintenance of the common areas within the property described on Exhibit "A". Common areas include parking lots, parks and other miscellaneous common areas, playground equipment, trail system, highway boulevard and signage and further to be responsible for the appointment of the members of various Architectural Review Committees.

ARTICLE III. ASSESSMENTS/COLLECTION

Section 1. Assessment/Creation of Lien: Each owner (other than Declarant) by accepting deed to or land contract for a residential lot within this subdivision, 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. Declarant's Assessment/Date of Commencement of Assessment: Pending sale of each lot, Declarant shall be responsible for all assessments on said unsold lots as same become due. At sale, assessments shall be pro-rated as of date of sale. Declarant remaining responsible for assessments to date of sale and the lot purchaser being responsible thereafter. All such allocations shall be based on a 365 day year.

Section 3. 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 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.

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Section 4. Purpose: Assessments for the purpose of common area maintenance shall be specifically allocated for that purpose. General assessments assessed against owners of the lots shall be for the general purpose of maintaining Association property. Assessments shall be used to administer the covenants to maintain and improve quality of the common area as well as the subdivision as a whole and to promote the recreation, health, safety, comfort, convenience, and welfare of Buffalo Commons.

Section 5. 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 road and other common area. Said assessments shall be billed and collected over the same term and at the same time. The first year for which annual assessments shall be established and collected shall be the calendar year _____.

Section 6. Uniform Rate: Common area assessments as well as regular and special assessments, shall be fixed at a uniform rate for all residential lots involved. Ass assessments shall be divided by the number of member lots in the Association. Each lot shall bear its prorata share.

Section 7. Assessment period/Due Date: Assessments as provided herein shall commence as against all lots on the ____ day of _____, 19___. Thereafter, the Board of Directors shall fix the amount of the regular annual assessment against each lot by ____ of each year. Commencing with January 1, 199___, an assessment period shall consist of a 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 8. Special Assessments: Special Assessments to include common 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 said meeting. Presence of 50% or more of the members of the Association at any

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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 9. Nonpayment/Remedies: Any assessment not paid within 30 days after the due date shall bear interest from the due date at the prime rate as established by _____ Bank, _____, Montana, 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 by nonuse of the 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 common area. In the event of failure to pay common area maintenance assessments, the Association may terminate the right to ingress, egress and/or utilization of the common facilities.

Section 10. Subordination or 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 common area 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 IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. Irrigation: All open spaces shall have an automatic irrigation system.

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Section 2. Landscaping:

Species.

Ponderosa Pine
Summit Green Ash
Norway Maple
Russian Olive

Section 3. Planting: The following are the basics needed for the low maintenance program.

1. Turf is an Athletic Field mix which consists of:
25% Linn Rer Rye Grass
23% Manhattan Rye Grass
39% Creeping Red Rescue
10% Kentucky Blue Grass
2. All plant material used for landscaping within the development shall be propagated and grown within the plant hardiness zones 3, 4, and 5.
3. Trees with a caliper of two (2) inches or less will be staked upon planting. the contractor will periodically check and correct/replace loose stakes and ties. Stakes will be removed after one (1) growing season.
4. All trees will be mulched after planting. Trees shall be mulched with four (4) inches of shredded wood or bark.
5. Establishment of landscaping is the responsibility of the Declarant/Contractor. The establishment period is one (1) year.

Section 4. Path System: The design criteria for a bikeway has been used in developing the actual open space path construction. This multi-purpose path as available for use by the residents of Buffalo Commons exclusively because it is privately maintained. For liability reasons, signs will then have to 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

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cement concrete which has been machine laid to insure a smooth surface.

3. A minimum cross slope of two (2) percent is required for proper drainage.

Section 5. Bike System: The following information was taken from the Guide for the Development of Bicycle Facilities published by the American Association of State Highway and Transportation Officials.

Bike lane criteria:

1. The minimum width for a bike lane is four (4) feet.
2. The lane and intersection markings along with the type of traffic control to be used and location are to be determined by the Kalispell City Public Works Department.
3. The annual restriping requirements for the bike lanes will be accomplished by the City of Kalispell.

Section 6. Highway Boulevard:

Species.

Ponderosa Pine
Patmore Ash
Bailey Compact American Cranberry Bush
Kathryn Dykes Potentilla

Section 7. Signs:

West Entrance: A sign approximately ten (10) feet long by four and one-half (4 1/2) feet tall shall be permitted.

Landscaping

Ponderosa Pine
Aspen (single and multi-stem)
Peking Cotoneaster
Kathryn Dykes Potentilla
Annuals

East Entrance: A sign no greater than ten (10) feet long by four and

one-half (4 1/2) feet tall shall be permitted.

Landscaping

Ponderosa Pine
Aspen (single and multi-stem)
Kathryn Dykes Potentilla
Annuals

ARTICLE V. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these Covenants.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VI. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the land described in Exhibit "A", has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each parcel of land, regardless of size or of any deeded ownership interest in a unit ownership declaration shall be entitled to one vote under this Article.

ARTICLE VII. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land described in Exhibit "A", which

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EXHIBIT "A"

Those portions of Government Lots 5, 6, 8, and 13, Section 6, Township 28 North, Range 21 West; and the Southeast Quarter of the Northeast Quarter, Section 1, Township 28 North, Range 22 West, Principal Meridian, Flathead County, Montana as described in Certificate of Survey No. 12409 as parcels One through Five, on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

CCNR, BUFFALO COMMONS
COMMON AREA

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(EXHIBIT "C")

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Retail/Commercial/Office)

THIS DECLARATION, made this 24th day of August, 1995,
by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property situated in Flathead County, Montana, described herein on Exhibit "A", (Note: herein just the legal description of the Retail/Commercial/Office of Buffalo Commons) a copy of which is attached hereto and by this reference made a part hereof. This property is that portion of the Buffalo Commons designated Retail/Commercial/Office.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described on Exhibit "A" to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

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Section 2: "Association" shall mean The Buffalo Commons Property Owners Association.

Section 3: "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 4: "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of others, including but not limited to parks, trails, roadways, easements, and recreational facilities.

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.

ARTICLE II. 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 Property Owners Association from owners within the property described in Exhibit "A" and shall be known as the Buffalo Commons Retail/Commercial/Office 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 Property Owners Association.

Section 2. Function of the Architectural Review Committee: A I I 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

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construction of any building, road or driveway, parking lot, 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.)

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 3. Approval by Architectural Review Committee: 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

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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; and
- 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.

The Architectural Review Committee may consult any other Architectural Review Committee of and appointed by the Buffalo Commons Property Owners Association for the purpose of determining whether a particular request has any impact on property and structures within the Buffalo Commons development other than the property, the subject of these covenants.

The Architectural Review Committee shall consider the guidelines set forth in Articles III, IV, V and VI in its review of plans and specifications:

ARTICLE III. RESTRICTIONS AS TO LAND USE

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Section 1. Retail/Commercial/Office: The following are permitted uses for the land set forth in Exhibit "A" attached hereto:

Art Sales	Gift shop
Beauty/Barber Shop	Ice cream parlor
Bicycle sales	Music store
Book store	Prepared food delivery
Camera sales	Photographic studio
Car Wash	Pizza shop
Catering business	Post office
Deli	Travel agency
Donut shop	Hearing aid sales
Drug store	Convenience store/gas
Prosthesis	Restaurant
Health food retail	Video rentals
Pharmacy	Office, professional/govern.
Other retail < 3,000 sq ft	Schools
Insurance sales	Physician Offices
Clinics, medical or dental	Libraries/museums/arts
Community center	Parks
Florist	Fire/Police Station

ARTICLE IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. Landscaping: Landscape treatment required for all lots shall consist of a combination of turf, shrubs, and trees.

Section 2. Parking Areas:

Landscaping. The following guidelines, adapted from the Kalispell Zoning Ordinance (chapter 27.26), apply to all parking areas for over four (4) vehicles and service drives.

A minimum of five percent (5%) of the total parking lot area shall be landscaped. Landscaping is encouraged within the parking lot in the form of island and along the perimeter of the parking lot for the purpose of providing a visual relief between a public street and the parking lot.

The island landscape buffer shall consist of planting materials or

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planting materials and man-made features to create a visual relief buffer in the form of a hedge, planter box, berm, shrubbery, or a combination of the above.

Species.

Kathryn Dykes Potentilla
Broadmoor Juniper
Emerald Mound Honeysuckle

ARTICLE V. RESTRICTIONS ON MATERIALS

Section 1. Exterior. All structures to be constructed on the land described in Exhibit "A" shall be limited to the following exterior materials:

A. Walls:

Masonry
Giant Brick
Stone
Architecturally finished concrete cast-in-place
Architecturally finished concrete prefabricated panels
Synthetic Stucco
Prefinished panels with anodized aluminum finish
Concrete Block (in visually obscure areas only)
Textured or 'Architectural' Concrete Block (in visually obscure areas only)

B. Fascias:

Anodized aluminum panels
Prefinished Architectural Metal Panels
Synthetic Stucco
Prefinished Cedar

C. Soffits:

Anodized aluminum panels
Prefinished Architectural Metal Panels
Synthetic Stucco
Prefinished Cedar

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Prefinished pressboard

D. Visually Accessible Roofs

Prefinished Architectural Metal Roofing

Deep Profile Prefinished Metal Roofing

(Light gauge, "common" economy grade is prohibited)

Cedar Shakes and Shingles, Blue label and Fire resistant treated

Exposed Hypalon, Single ply EPDM, and/or Built-up Roofing is expressly prohibited)

E. Windows and Doors:

Frames and Materials

Commercial grade thermally-broken anodized aluminum frames

Enamel finished pressed metal frames (on nonpublic entrances)

Glazing

Double or triple glass panels

Low-E type panels

Energy saving features (reflective coatings, argon gas, "Heat Mirror", special internal coatings et. al.)

Energy saving features (reflective coatings or finishes impacting appearance)

F. Colors:

Applied Finishes - predominantly earth tones

Natural coloration of masonry, stone

Accent Colors

Clear Sealers

Semi-transparent stains

The suggested materials list and the establishment of an architectural review authority will provide the necessary mechanisms to ensure quality design and development. A special item of architectural concern is the rear-side appearance of those structures adjoining U.S. Highway 93. In addition to the materials list, the following regulations and/or landscape features will apply to those structures adjoining the highway:

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- A. Development of properties adjacent to Highway 93 will be buffered with undulating landscape berms and materials from the highway. Paved areas shall not be visible from the Highway.
- B. Refuse shall be contained in attractive, screened enclosures.
- C. No temporary storage shall occur in areas between the buildings and highway.
- D. Loading areas shall be consolidated for multiple tenants/businesses into areas designed to be either attractive features and/or visually obscured.
- E. Exterior appearance of walls and/or roofs of buildings visually accessible from the Highway shall contain architectural elements found on the "front" portions of the commercial buildings. Walls and surface planes shall be broken up in such a manner as to create visual interest, avoiding monotony.
- F. Architectural Lighting shall be provided in utilitarian areas to promote security and not compete with Highway lighting.

ARTICLE VI. MISCELLANEOUS RESTRICTIONS

Section 1. **Lot Size:** Minimum lot sized shall be 7,000 square feet with a minimum lot frontage of 70 feet.

Section 2. **Building Size:** Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Maximum building height shall be 35 feet. A single retail structure can provide up to 4 retail spaces on a single lot provided said structure does not exceed a total store front width of more than 150 feet. All other uses specifically listed above have no specific size limitation other than what is necessary to achieve the setback, parking and building height limitations.

Section 3. **Setbacks:** Rear setbacks shall be 5 feet for those structures backing U.S. Highway 93. Elsewhere in this land use pod, the rear setback shall be 20 feet. Side yard setbacks shall be 10 feet, except the setback shall

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be 20 feet on any side corner. Front yard setbacks shall be 20 feet.

Section 4. Utilities: All utilities including but not limited to power, electric, and telephone shall be underground.

Section 5. Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Review Committee.

Section 6. 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. Any of the aforementioned structures shall be erected at any time without the written approval of the Architectural Control Committee.

Section 7. Garbage: No lot 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.

Section 8. Signs: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any parcel for any purpose whatsoever, except such signs as have been approved by the Architectural Review Committee. Signage is limited to a small wall identification/logo sign for each shop front. A kiosk-type structure shall provide a common entrance and identification sign for all of the business tenants located in the area described in Exhibit "A".

Section 9. Parking: All lot owners shall be responsible for providing on-site parking in accordance with the Kalispell Zoning Ordinance for the intended uses.

Section 10. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein.

ARTICLE VII. ENFORCEMENT

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Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these Covenants.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VIII. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the land described in Exhibit "A", has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each parcel of land, regardless of size or of any deeded ownership interest in a condominium unit shall be entitled to one vote under this Article.

ARTICLE VIII. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land described in Exhibit "A", which instrument has been recorded, agreeing to such amendment. Each parcel of land, regardless of size or of any deeded ownership interest in a condominium unit shall be entitled to one vote under this Article provided that in any event an amendment shall not be valid unless approved in writing by the City of Kalispell.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

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EXHIBIT 'A'

That portion of Government Lots 5 and 6 in Section 6, Township 28 North, Range 21 West and the Southeast Quarter of the Northeast Quarter of Section 1, Township 28 North, Range 22 West, Principal Meridian, Flathead County, Montana, described as follows:

Parcel Three (3) of Certificate of Survey No. 12409,
on file and of record in the office of the Clerk and
Recorder of Flathead County, Montana.

CCNR, BUFFALO COMMONS
RETAIL/COMMERCIAL/OFFICE

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(EXHIBIT "D")

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Multi-Family)

THIS DECLARATION, made this 24th day of August,
1995, by Northwest Healthcare Corporation, hereinafter referred to as
"DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real
property situated in Flathead County, Montana, described herein on Exhibit "A",
(Note: herein just the legal description of the Multi-Family of Buffalo Commons)
a copy of which is attached hereto and by this reference made a part hereof.
This property is that portion of the Buffalo Commons designated Multi-Family.

That WHEREAS, Declarant is desirous of subjecting all of said property
hereinabove described on Exhibit "A" to the Conditions, Covenants and
Restrictions hereinafter set forth, each and all of which is and are for the
benefit of said property and for each owner thereof and shall inure to the
benefit and pass with said property, and each and every parcel thereof, and
shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real
property above-described, hereby declares that the said real property is, and
shall be, held, transferred, sold and conveyed, subject to the conditions,
restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any
interest in and to the above-described property shall be held to agree and
covenant with the owner of any of the property hereinabove described, or any
parcel thereof, and with their heirs and successors and assigns, to conform to
and observe the following covenants, restrictions, and conditions as to the use
thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare

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Corporation.

Section 2: "Association" shall mean The Buffalo Commons Property Owners Association.

Section 3: "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 4: "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of others, including but not limited to parks, trails, roadways, easements, and recreational facilities.

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.

ARTICLE II. 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 Property Owners Association from owners within the property described in Exhibit "A" 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 Property Owners Association.

Section 2. Function of the Architectural Review Committee: A | I | 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

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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.)

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 3. Approval by Architectural Review Committee: 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

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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; and
- 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.

The Architectural Review Committee may consult any other Architectural Review Committee of and appointed by the Buffalo Commons Property Owners impact on property and structures within the Buffalo Commons development other than the property, the subject of these covenants.

The Architectural Review Committee shall consider the guidelines set forth in Articles III, IV, V and VI in its review of plans and specifications:

ARTICLE III. RESTRICTIONS AS TO LAND USE

Section 1. Multi-Family: The following are permitted uses for the land set forth in Exhibit "A" attached hereto:

Boarding house

Day care

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Duplex
Boarding house
Community center
Foster/group homes
Specialty care housing
Single family dwelling

Multi-family (tri-plex, four plex)
Community residential facility
Retirement center
Church

ARTICLE IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. Landscaping: Landscape treatment required for all lots shall consist of a combination of turf, shrubs, and trees.

ARTICLE V. 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 subplot sizes of 2,500 square feet or larger, permitting the so-called "villa" or zero lot line townhome concept. Minimum lot sizes for duplex, tri-plex and fourplex dwellings are 6,000, 9,000, and 12,000 square feet, respectfully. The number of sublots 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 lot widths are 60 feet.

Section 2. Building Size: Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. 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.

Section 5. Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Review Committee.

Section 6. Temporary Structures: No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on any lot shall at any time

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be used as a permanent residence. Any of the aforementioned structures shall be erected at any time without the written approval of the Architectural Control Committee.

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 and raised, but not for commercial purposes. Permitted animals, not exceeding two adult animals, must be confined to the lot of their owner and not permitted to run at large.

Section 8. Garbage: No lot 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.

Section 9. Landscaping and Fences: No hedges, shrubs or other plantings, or any structure shall be permitted which unreasonably objects the view of any owner or motor vehicle drivers, and shall not in any even, 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. All or any landscaping shall be subject to the approval of the Architectural Review Committee. There shall be no fences in front yards. Fences in the rear yard shall have a maximum height of six (6) feet.

Section 10. Signs: Except for the Declarant or its agent, no signs shall be placed on any lot except name plates and one unlighted sign not exceeding three (3) square feet in surface area advertising the sale or lease of the lot or improvements thereon.

Section 11. Parking: All lot owners shall be responsible for providing on-site parking in accordance with the Kalispell Zoning Ordinance for the intended uses.

Section 12. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein.

Section 13. Burning: Open fires are not permitted on the property except for the normal burning of seasonable yard and garden cleanup with proper permit, if required from local authorities. Outdoor barbecues are not an open fire within the meaning hereof.

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ARTICLE VI. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these covenants.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VIII. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the land described in Exhibit "A", has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each parcel of land, regardless of size or of any deeded ownership interest in a condominium unit shall be entitled to one vote under this Article.

ARTICLE IX. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land described in Exhibit "A", which instrument has been recorded, agreeing to such amendment. Each parcel of land, regardless of size or of any deeded ownership interest in a condominium unit shall be entitled to one vote under this Article provided that in any event an amendment shall not be valid unless approved in writing by the City of Kalispell.

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EXHIBIT "A"

That portion of Government Lot 5 of Section 6, Township 28 North, Range 21 West, and the Southeast Quarter of the Northeast Quarter of Section 1, Township 28 North, Range 22 West, Principal Meridian, Flathead County, Montana, described as follows:

Parcel Two (2) of Certificate of Survey No. 12409, on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

CCNR, BUFFALO COMMONS
MULTI-FAMILY

(EXHIBIT "E")

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Single Family)

THIS DECLARATION, made this 24th day of August, 1995, by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property situated in Flathead County, Montana, described herein on Exhibit "A", (Note: herein just the legal description of the Single Family of Buffalo Commons) a copy of which is attached hereto and by this reference made a part hereof. This property is that portion of the Buffalo Commons designated Single Family.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described on Exhibit "A" to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

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Section 2: "Association" shall mean The Buffalo Commons Property Owners Association.

Section 3: "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 4: "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of others, including but not limited to parks, trails, roadways, easements, and recreational facilities.

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.

ARTICLE II. 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 Property Owners Association from owners within the property described in Exhibit "A" and shall be known as the Buffalo Commons Single 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 Property Owners Association.

Section 2. Function of the Architectural 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.)

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 3. Approval by Architectural Review Committee: 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.

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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; and
- 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.

The Architectural Review Committee may consult any other Architectural Review committee of and appointed by the Buffalo Commons Property Owners Association for the purpose of determining whether a particular request has any impact on property and structures within the Buffalo Commons development other than the property, the subject of these covenants.

The Architectural Review Committee shall consider the guidelines set forth in Articles III, IV, V and VI in its review of plans and specifications:

ARTICLE III. RESTRICTIONS AS TO LAND USE

Section 1. Single Family: The following are permitted uses for the land set forth in Exhibit "A" attached hereto:

Single Family dwellings

Parks

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ARTICLE IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. **Landscaping:** Landscape treatment required for all lots shall consist of a combination of turf, shrubs, and trees.

ARTICLE V. MISCELLANEOUS RESTRICTIONS

Section 1. **Lot Size:** Minimum lot sizes are 7,000 square feet with a minimum lot width of 60 feet.

Section 2. **Building Size:** Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Maximum building height will be 30 feet.

Section 3. **Setbacks:** Setbacks are 20 feet in the front and rear and 5 feet on either side, except a 20 foot setback is required on the corner side of any lot.

Section 4. **Utilities:** All utilities including but not limited to power, electric, and telephone shall be underground.

Section 5. **Continuity of Construction:** All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Review Committee.

Section 6. **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. Any of the aforementioned structures shall be erected at any time without the written approval of the Architectural Control Committee.

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 and raised, but not for commercial purposes. Permitted animals, not exceeding two adult animals, must be confined to the lot of their owner and not permitted to run at large.

Section 8. **Garbage:** No lot 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

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other enclosed area.

Section 9. Landscaping and Fences: No hedges, shrubs or other plantings, or any structure shall be permitted which unreasonably objects the view of any owner or motor vehicle drivers, and shall not in any even, 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. All or any landscaping shall be subject to the approval of the Architectural Review Committee. There shall be no fences in front yards. Fences in the rear yard shall have a maximum height of six (6) feet.

Section 10. Signs: Except for the Declarant or its agent, no signs shall be placed on any lot except name plates and one unlighted sign not exceeding three (3) square feet in surface area advertising the sale or lease of the lot or improvements thereon.

Section 11. Parking: All lot owners shall be responsible for providing on-site parking in accordance with the Kalispell Zoning Ordinance for the intended uses.

Section 12. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein.

Section 13. Burning: Open fires are not permitted on the property except for the normal burning of seasonable yard and garden cleanup with proper permit, if required from local authorities. Outdoor barbecues are not an open fire within the meaning hereof.

ARTICLE VI. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these Covenants.

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undersigned, a Notary Public for the State of Montana, personally appeared Paul Tutvedt, known to me to be the President of Northwest Healthcare Corporation, the Corporation whose name is subscribed to the within instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Beverly G. Swensgard
Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires October 13, 1997

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EXHIBIT "A"

That portion of Government Lots 5, 6, 8, and 13 of Section 6, Township 28 North, Range 21 West, Principal Meridian, Flathead County, Montana, described as follows:

Parcel One (1) of Certificate of Survey No. 12409, on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

CCNR, BUFFLAW COMMONS
SINGLE FAMILY

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(EXHIBIT "F")

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Medical Facilities)

THIS DECLARATION, made this 24th day of August, 1995, by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property situated in Flathead County, Montana, described herein on Exhibit "A", (Note: herein just the legal description of the Medical/Professional of Buffalo Commons) a copy of which is attached hereto and by this reference made a part hereof. This property is that portion of the Buffalo Commons designated Medical/Professional.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described on Exhibit "A" to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

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Section 2: "Association" shall mean The Buffalo Commons Property Owners Association.

Section 3: "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 4: "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of others, including but not limited to parks, trails, roadways, easements, and recreational facilities.

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.

ARTICLE II. 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 Property Owners Association from owners within the property described in Exhibit "A" and shall be known as the Buffalo Commons Medical Facilities 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 Property Owners Association.

Section 2. Function of the Architectural Review Committee: A I I 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

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construction of any building, road or driveway, parking lot, 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.)

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 3. Approval by Architectural Review Committee: 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

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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; and
- 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.

The Architectural Review Committee may consult any other Architectural Review Committee of and appointed by the Buffalo Commons Property Owners Association for the purpose of determining whether a particular request has any impact on property and structures within the Buffalo Commons development other than the property, the subject of these covenants.

The Architectural Review Committee shall consider the guidelines set forth in Articles III, IV, V and VI in its review of plans and specifications:

ARTICLE III. RESTRICTIONS AS TO LAND USE

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Section 1. Medical/Professional: The following are permitted uses for the land set forth in Exhibit "A" attached hereto:

Hospital

Hospital and Clinic Support Facilities

- Cafeteria
- Laundry
- Environmental
- Dietary
- Warehouse
- Central Plant
- Central Service & Delivery
- Communication Networks
- Parking -- Building & User Group Specific
- Ambulance "barn"

Outpatient-Surgical Center

Specialized Clinics

- Walk In, 24 Hour Care
- Rehabilitation
- Speech
- Children's
- Sports Medicine
- Family Practice
- Psychiatric
- Cardiac
- Cancer Treatment
- Dialysis
- Mental Health
- Employer Services

Offices:

- Foundations
- Administration Offices

Consolidated Doctor's Clinic

Allergy, Audiology, Cardiac, Dermatology, Ear, Nose&Throat, Family

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Practice, Gastroenterology, Hematology, Infectious Diseases, Infertility, Nephrology, Neurological, Obstetrics, Occupational Medicine, Oncology, Ophthalmology, Optometry, Orthopedics, Pediatrics, Physical Medicine and Rehabilitation, Pulmonary Medicine, Radiology, Rheumatology, Sports Medicine, Urology, Vascular

Offices: Professional Medical Offices-Independent of Clinic

Dentists
Optometrists
Podiatrists
Physical Therapists

Offices: Alternative Medicine

Naturopath
Homeopath
Mid Wives
Chiropractors

Education Facilities

Conference Center
Health Information Center
Library
Support Groups Meeting Facilities
School Outreach Programs

Outpatient Support Facilities

Waiting areas
Dining
Entertainment
Overnight accommodations

Telecommunications Center

Out reach Programs

Research Facilities

Laboratory
Prosthesis assembly/manufacture

Long Term Care Facilities

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**Nursing Home
Skilled care
Assisted Care
Independent Living
Congregate Housing**

Residential Facilities

**Multi-family dwellings includes rental and unit ownership
Elderly & Retirement Housing
Ronald McDonald House & Similar
Foster/group homes
Boarding house
Community residential facility
Single family dwelling**

Wellness Facilities

Athletic Club/Wellness Center

Commercial Area-Medical Related

**Ambulance Services
Medical Equipment Repair
Medical Equipment Rental
Home Health Services
Nursing Services
Medical Billing Services
Laundry
Medical Record Services
Medical Equipment Supplies
Medical Laboratories**

Specialized Centers

**Mental Health
Women's
Diet Centers
Youth Residential Care**

Government Facilities: Related to Health

**Indian Health Services
Veteran's**

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Social Services
Job Training & Vocational Rehabilitation
Food Bank

Community & Volunteer Program Offices
United Way
American Cancer Association
American Lung Association
Pregnancy Counseling
Blood Banks
Life styling center

Daycare Facilities
Adult
Group
Child
Handicap Centers
Preschool

Other
Cemetery, Mortuary, Funeral Home
Church
Park
Community center

ARTICLE IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. Landscaping: Landscape treatment required for all lots shall consist of a combination of turf, shrubs, and trees.

Section 2. Parking Areas:

Landscaping: The following guidelines, adapted from the Kalispell Zoning Ordinance (chapter 27.26), apply to all parking areas for over four (4) vehicles and service drives.

A minimum of five percent (5%) of the total parking lot area shall be landscaped. Landscaping is encouraged within the parking lot in the form of islands and along the perimeter of the parking lot for the purpose of providing

a visual relief between a public street and the parking lot.

The island landscape buffer shall consist of planting materials or planting materials and man-made features to create a visual relief buffer in the form of a hedge, planter box, berm, shrubbery, or a combination of the above.

Species.

Kathryn Dykes Potentilla
Broadmocr Juniper
Emerald Mound Honeysuckle

ARTICLE V. RESTRICTIONS ON MATERIALS

Section 1. Exterior. All structures to be constructed on the land described in Exhibit "A" shall be limited to the following exterior materials:

A. Walls:

Masonry
Giant Brick
Stone
Architecturally finished concrete cast-in-place
Architecturally finished concrete prefabricated panels
Synthetic Stucco
Prefinished panels with anodized aluminum finish
Concrete Block (in visually obscure areas only)
Textured or 'Architectural' Concrete Block (in visually obscure areas only)

B. Fascias:

Anodized aluminum panels
Prefinished Architectural Metal Panels
Synthetic Stucco
Prefinished Cedar

C. Soffits:

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Anodized aluminum panels
Prefinished Architectural Metal Panels
Synthetic Stucco
Prefinished Cedar
Prefinished pressboard

D. Visually Accessible Roofs:

Prefinished Architectural Metal Roofing
Deep Profile Prefinished Metal Roofing
(Light gauge, "common" economy grade is prohibited)
Cedar Shakes and Shingles, Blue label and Fire resistant treated
Exposed Hypalon, Single ply EPDM, and/or Built-up Roofing is
expressly prohibited)

E. Windows and Doors:

Frames and Materials
Commercial grade thermally-broken anodized aluminum frames
Enamel finished pressed metal frames (on nonpublic entrances)
Glazing
Double or triple glass panels
Low-E type panels
Energy saving features (reflective coatings, argon gas, "Heat
Mirror", special internal coatings et. al.)
Energy saving features (reflective coatings or finishes impacting
appearance)

F. Colors:

Applied Finishes - predominantly earth tones
Natural coloration of masonry, stone
Accent Colors
Clear Sealers
Semi-transparent stains

ARTICLE VI. MISCELLANEOUS RESTRICTIONS

Section 1. Lot Size: Minimum lot sizes shall be 7,000 square feet with

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a minimum lot frontage of 70 feet. Residential multiplexes in this land use pod shall be afforded the same opportunities as set forth in the multi-family pod including the creation of sublots.

Section 2. Building Size: Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Maximum building height shall be 35 feet.

Section 3. Setbacks: The rear setback shall be 20 feet except a setback of 5 feet may be permitted when the rear of the property abuts a landscaped common area. Side yard setbacks shall be 10 feet, except the setback shall be 20 feet on any side corner. Front yard setbacks shall be 20 feet.

Section 4. Utilities: All utilities including but not limited to power, electric, and telephone shall be underground.

Section 5. Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Committee.

Section 6. 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. Any of the aforementioned structures shall be erected at any time without the written approval of the Architectural Control Committee.

Section 7. Garbage: No lot 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.

Section 8. Signs: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any parcel for any purpose whatsoever, except such signs as have been approved by the Architectural Review Committee. Signage is limited to a small wall identification/logo sign for each business. A kiosk-type structure shall provide a common entrance and identification sign for all of the business tenants

located in the area described in Exhibit "A".

Section 9. Parking: All lot owners shall be responsible for providing on-site parking in accordance with the Kalispell Zoning Ordinance for the intended uses.

Section 10. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein.

ARTICLE VII. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these Covenants.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VIII. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the land described in Exhibit "A", has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each parcel of land, regardless of size or of any deeded ownership interest in a condominium unit shall be entitled to one vote under this Article.

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EXHIBIT "A"

That portion of Government Lots 5, 6, 8 and 13 of Section 6, Township 28 North, Range 21 West, Principal Meridian, Flathead County, Montana, described as follows:

Parcel Five (5) of Certificate of Survey No. 12409, on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

AND

That portion of Government Lots 5, and 6 of Section 6, Township 28 North, Range 21 West, Principal Meridian, Flathead County, Montana, described as follows:

Parcel Four (4) of Certificate of Survey No. 12409, on file and of record in the office of the the Clerk and Recorder of Flathead County, Montana.

CCNR, BUFFALO COMMONS
MEDICAL FACILITIES

**NORTHWEST HEALTHCARE
BUFFALO COMMONS PUD**

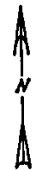


**NORTHWEST
HEALTHCARE**

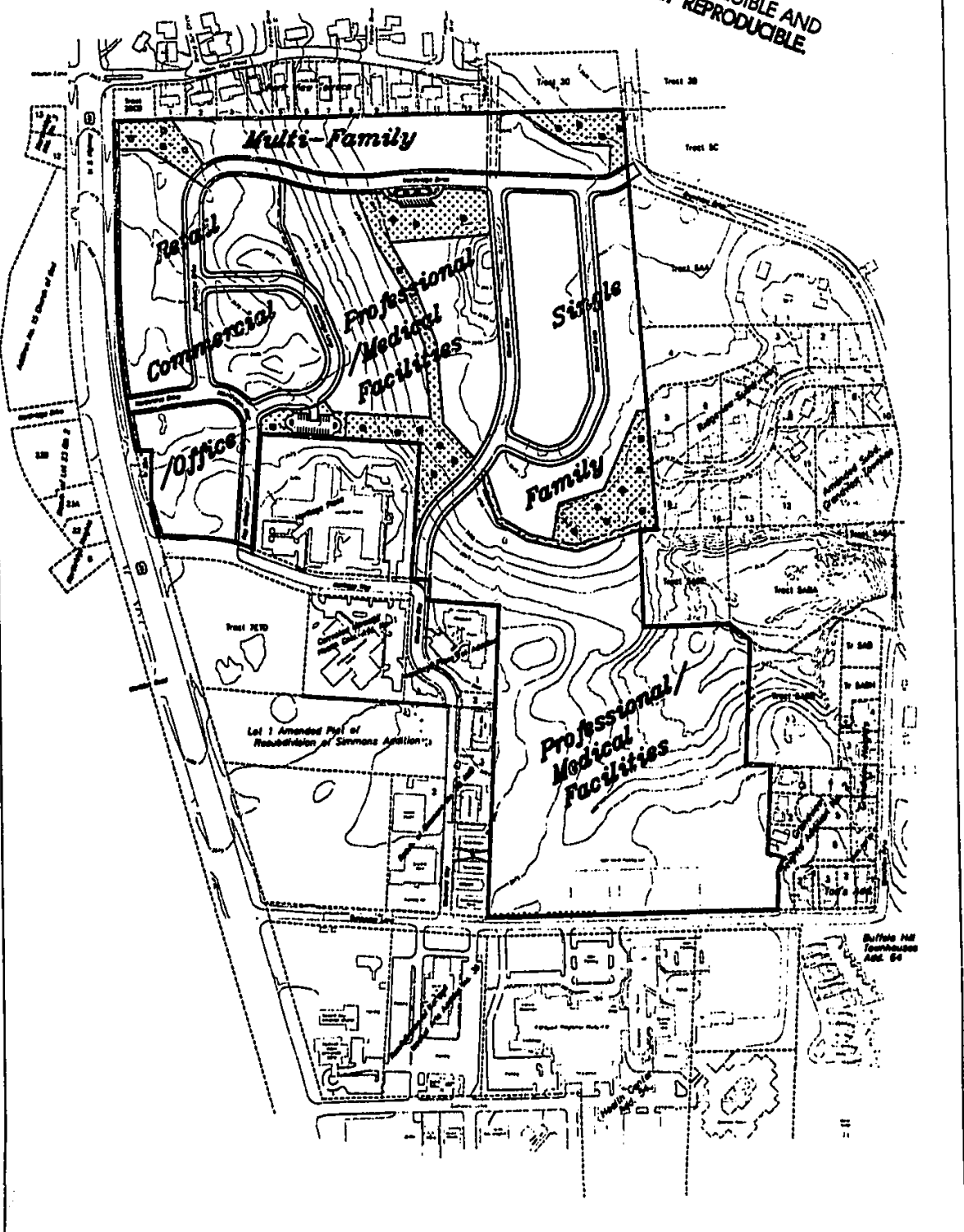
310 Sampson Lane Buffalo, Montana 59001 (406) 732-0001

Water and sewer site utilities

Scale: 1"=300' Revision 1/25/95 Sheet 1 of 1



DOCUMENT IS ILLEGIBLE AND
NOT LEGIBLY REPRODUCIBLE



Lot 1 Amended Plat of
Rehabilitation of Simmons Addition

Buffalo PD
Township
April 94

Handwritten mark resembling a stylized 'L' or '7'

(EXHIBIT "H")

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 17th day of May, 1995, by Northwest Health Care Corporation, a Montana corporation, of 310 Sunnyview Drive, Kalispell, MT 59901, hereinafter NORTHWEST and the City of Kalispell, a municipal corporation, of 312 1st Avenue East, Kalispell, Montana 59901, hereinafter CITY;

W I T N E S S E T H :

WHEREAS, NORTHWEST is the fee owner of certain real property located in Kalispell, Flathead County, Montana, which is further described in Exhibit A annexed hereto and is hereinafter referred to as "Subject Property"; and

WHEREAS, (i) NORTHWEST desires to have the Subject Property rezoned from RA-1 and B-3 and H-1 to a Mixed Use RA-1 Planned Unit Development (PUD), mapped with certain new streets, highway approaches, and parks and developed pursuant to said zoning change; (ii) NORTHWEST has filed a PUD Application containing (a) a Zone Change Application, (b) a Zone Text Amendment Application, (c) a PUD Narrative Supplement with Exhibits, (d) a Perimeter Legal Description, (e) a Title Report, (f) a set of five (5) Covenant Conditions and Restrictions (CCNR) covering five (5) proposed "pods" within the Subject Property, and (g) Large Map Exhibits; and

WHEREAS, in order to allow the PUD, assure the installation of infrastructure improvements within the "Subject Property, and prescribe the permitted uses within the "Pod" s", the parties hereto determine it to be in their interests to enter into this Development Agreement.

I. GENERAL INTRODUCTION

§ 1.01 General

The use and development of the Subject Property shall substantially conform to and comply with the provisions of the PUD Application, February 6, 1995 and the drawings annexed to this Development Agreement.

§ 1.02 Relationship to Zoning Ordinance

Except as specifically modified or superseded by this Development Agreement and the annexed drawings, and the PUD Application, February 6, 1995, the laws, rules and regulations of the City of Kalispell governing the use and

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development of land and buildings, including the City of Kalispell Zoning Ordinance, shall apply to the Subject Property.

§ 1.03 Drawings

The drawings annexed and the PUD Application, dated February 6, 1995 to this Development Agreement are an integral and essential component thereof, and they are incorporated by reference herein.

§ 1.04 Effectiveness and Cancellation

The provisions of this Development Agreement shall become effective simultaneously with the approval of the PUD Ordinance by the City Council of the City of Kalispell and shall terminate upon the issuance of a building permit(s) for development of the last "pod" on the Subject Property. This Development Agreement may be modified or amended only as set forth in Article V hereof.

§ 1.05 Certification Procedure

Whenever in this Development Agreement a certificate by the Director of Public Works is required to be given, such certificate shall be given within thirty (30) days of the receipt of a completed application therefor. Such an application shall be deemed to be complete upon receipt of such drawings and narrative information as are reasonably necessary for the issuance of such certification.

II. PARCEL DESCRIPTION

§ 2.01

The Subject Property, described in Exhibit "A", shall be developed with the infrastructure improvements described in §§ 3.01 and 3.02.

The Subject Property shall be surveyed and divided, immediately, into five (5) parcels (Pods), pursuant to § 76-3-207 (1)(a), MCA, as indicated on the Large Map Exhibits accompanying the PUD Application, provided however that no building permit shall be issued on any of the five (5) parcels unless and until all improvements specified in this Agreement as well as those infrastructure improvements which may be required by the City of Kalispell's Standards for Design and Construction are either constructed or security provided guaranteeing construction of said improvements for that particular "Pod" upon which a building permit is requested.

III. SITE CONDITIONS

§ 3.01 Access

- I) All accesses to the Subject Property shall be engineered and constructed in accordance with City of Kalispell's Standards for Design and Construction.
- A) The only access to the Subject Parcel from U.S. Highway #93 shall be located directly across from Northridge Drive.
- B) Heritage Way may be abandoned, at the direction of the City, between its intersection with U.S. Highway #93 and the Westerly boundary of Heritage Place, 1st Addition, Kalispell, Flathead County, Montana at the time the access described in (A), above, is constructed.
- C) Access to the Subject Parcel by way of extension of Windward Way shall commence at Windward Way's intersection with Heritage Way and shall be constructed as a condition to issuance of a building permit for any of the following "Pods": the Northerly Professional/Medical Facilities "Pod", the Multi-Family "Pod", or the Single Family "Pod", as designated in the PUD Application.
- D) Access to the Subject Parcel by way of a street off of Grandview Drive shall commence at the Northerly terminus of the present S-curve on Grandview Drive and shall be constructed in conjunction with construction on the Multi-Family "Pod", or the Single Family "Pod", as designated in the PUD Application.
- E) If access to the Southerly, Professional/Medical Facilities "Pod" of the Subject Property is to be by way of Sunnyview Lane, prior to issuance of any building permits for construction on the Southerly, Professional/Medical Facilities "Pod" Sunnyview Lane shall be subject to a traffic analysis based upon the traffic impacts anticipated as a result of development.
- II) All streets constructed to provide access to the various "Pods" shall be dedicated to the City after the acceptance of said streets by the Director of Public Works.

§ 3.02 Sewer and Water

- I) All sewer and water utilities servicing the various "Pods" shall be engineered and constructed in accordance with the City of Kalispell's Standards for Design and Construction.
- II) All sewer mains and lift stations and water mains constructed in the development of any of the "Pods" shall, upon completion by developer and acceptance by the Director of Public Works, become the property of the City and the City shall thereafter provide for the maintenance and operation of the systems therein constructed and accepted.
- III) Easements, and as-builts, necessary for the maintenance, operation and replacement of the sewer mains and lift stations and water mains shall be supplied by the developer prior to acceptance by the City.
- IV) Sewer and Water Utilities, and Roads applicable to the respective "Pods" shall be installed as follows:
 - A) Single Family "Pod"
 - i) Water mains shall be installed, with services to the property line, in all roads within the "Pod, as shown in the PUD Application, dated March 6, 1995. Minimum extension limits shall be the "Pod" boundaries on the North, South, East and West sides. Mains shall be connected to the existing water system at the intersection of Heritage Way and Windward Way, and at Indian Trail, and shall be installed as a loop through the Single Family "Pod".
 - ii) Sewer mains for this or any other free standing "Pod" shall begin at the existing sewer main in Grandview Drive at the Northeast end of the Subject Property. The sewer mains shall be extended to a point adjacent to any lot to be served, and services installed to the property line. Mains installed as part of this "Pod" shall be extended to the boundaries with the Multi-Family "Pod", the Northerly Professional/Medical Facilities "Pod" and the Southerly Professional/Medical Facilities "Pod", as shown on the PUD Application, dated February, 6, 1995.

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- iii) Roadways for this "Pod" must connect Windward Way with Grandview Drive with a parallel loop through the "Pod" as shown on the PUD Application, dated February 6, 1995.
- B) Multi-Family "Pod"
- i) Water mains shall be installed, with services to the property line, in all roads within the "Pod", as shown on the PUD Application, dated February 6, 1995. A main connecting to the existing mains at the intersection of Heritage Way and Windward Way, and Indian Trail shall be installed with stub outs to accommodate future extensions in the Single Family "Pod", if the water utilities are not then in place.
 - ii) Sewer mains for this "Pod" shall be extended beginning at the existing sewer main in Grandview Drive at the Northeast corner of the Subject Property. Manholes and stub outs shall be provided to accommodate future extensions in the Single Family "Pod", if the sewer is not then in place. Sewer mains installed must have services extended to each lot to be served.
 - iii) A roadway connecting Grandview Drive and U.S. Highway #93 at Northridge Drive and fronting the "Pod" shall be constructed as part of the "Pod", or a temporary cul-de-sac at the boundary of this "Pod" with the boundary of the Retail/Commercial Office "Pod". Water and Sewer improvements associated with the roadway extension beyond the boundaries of this "Pod" shall be completed with the development of the "Pod", if the extended roadway is paved rather than bonded.
- C) Retail Commercial/Office "Pod"
- i) Water mains, with services to the property lines, shall be installed in all roads within the "Pod". A main connecting to the existing water system at Heritage Way shall be installed and looped within the "Pod" as shown on the PUD Application, dated February 6, 1995.

- ii) The Sewer main extension, with services to the property line, for this "Pod" shall begin at the existing sewer main located in Grandview Drive at the Northeast corner of the Subject Property. Manholes and stub outs shall be provided to accommodate future extensions of the Single Family "Pod", the Multi-Family "Pod" and/or the Northerly Professional/Medical Facilities "Pod", if the "Pods" have not been developed.
 - iii) Roadways, as shown on the PUD Application, dated February 6, 1995, shall be constructed throughout the "Pod". Temporary dead end roads must meet the turn-around requirements of the Kalispell Fire Department.
- D) Northerly Professional/Medical Facilities "Pod"
- Development of this "Pod" is dependent on water, sewer and roadway improvements of the adjacent "Pods". This "Pod" shall not be developed until all improvements have been completed for the Single Family "Pod", the Multi-Family "Pod" and the Retail Commercial Office "Pod".
- E) Southerly Professional/Medical Facilities "Pod"
- i) This "Pod" is independent from other "Pods" with respect to water supply. Water main improvements shall be installed throughout the "Pod", as required by the City of Kalispell's Standards for Design and Construction.
 - ii) Sewer main extension for this "Pod" shall begin at the existing sewer main in Grandview Drive at the Northeast corner of the Subject Property and extended through the Single Family "Pod".
 - iii) Roadways in this "Pod" may be independent from the rest of the Subject Property.

§ 3.03 Storm Sewer, Roadways, Traffic Signal, Signage and Accessory Uses

- I) All storm sewer utilities servicing the various "Pods" shall be in accordance with the PUD Application, dated February 6, 1995, p. 17, entitled Storm Drainage, and engineered and constructed in accordance with the City of Kalispell's Standards for Design and Construction.
- II) All roadways shall be in accordance with the PUD Application, dated February 6, 1995, p. , and engineered and constructed in accordance with the City of Kalispell's Standards for Design and Construction.
- III) Upon written verification of need and request by the MDOT for a traffic signal at the intersection of U.S. Highway #93 and Northridge Drive, thereafter any "Pod" that has not received building permit approval shall be required as a condition to the issuance of any building permit to erect said traffic signal as a condition.
- IV) Accessory Uses for all "Pods" are as set forth in the City of Kalispell Zoning Ordinance.
- V) All signage shall be as set forth in the PUD Application, dated February 6, 1995. The proposed kiosk sign shall qualify for the "common signage" provision of the Kalispell Zoning Ordinance, but said free standing signs shall be limited to a maximum height of 20 feet. All wall signage shall be limited to a maximum of 36 square feet per individual business frontage.

IV. DEVELOPMENT STANDARDS AND USE REGULATIONS

§ 4.01 Single Family "Pod"

- I) Permitted Uses within the Single Family "Pod" shall conform to the Declarations of Covenants, Conditions and Restrictions, Buffalo Commons (Single Family) contained in the PUD Application, dated February 6, 1995.
- II) Property Development Standards with the Single Family "Pod" shall conform to § 27.06.040, City of Kalispell, Zoning Ordinance.

§ 4.02 Multi-Family "Pod"

- I) Permitted Uses within the Multi-Family "Pod" shall conform to the CCNR, Buffalo Commons (Multi-Family)

contained in the PUD Application, dated February 6, 1995.

- II) Property Development Standards within the Multi-Family "Pod" shall conform to § 27.09.040, City of Kalispell, Zoning Ordinance.

§ 4.03 Retail, Commercial, Office "Pod"

- I) Permitted Uses, Property Development Standards and Sign Standards within the Retail, Commercial, Office "Pod" shall conform to the CCNR, Buffalo Commons (Retail, Commercial, Office).

§ 4.04 Professional/Medical Facilities "Pod"

- I) Permitted Uses, Property Development Standards within the Professional/Medical Facilities "Pod" shall conform to the CCNR, Buffalo Commons (Professional/ Medical Facilities), contained in the PUD Application, dated February 6, 1995.

V. AMENDMENT OR MODIFICATIONS OF
DEVELOPMENT AGREEMENT

§ 5.01

- I) This Development Agreement may be amended or modified only, by application of the owner, in accordance with the procedures set forth herein.
- II) Application for amendment or modification may be made, to the City of Kalispell Site Review Committee, by any fee owner or ground lessee of a "pod" in respect to the Subject Property. For purposes of this Article, "fee owner" shall not include the owner of an individual unit located in a "pod" owned in whole or in part pursuant to the Unit Ownership Act -- Condominiums, Title 70, Chapter 23 Montana Code Annotated (or any successor statutes), but shall include the Architectural Review Committee of such "pod".
- III) A) Modifications of this Development Agreement which are determined by the Site Review Committee to be minor modifications shall require only the consent of the Site Review Committee, and shall not require the consent or approval of the City Council or any other public agency.

- B) All amendments and modifications to this Development Agreement other than minor modifications shall require the approval of the City Council of the City of Kalispell.
- IV) A) All applications for modification or amendment of this Development Agreement shall be filed with the Site Review Committee and the Site Review Committee shall promptly determine whether the modification is minor or major.
- B) The Site Review Committee shall make its determination with respect to any application for a minor modification subject to this Section within fifteen (15) days after it determines the application to be subject to said minor modification.
 - C) If the amendment or modification requested is of such a nature as to require approval of the City Council, the Site Review Committee shall refer the matter to the City Council within fifteen (15) days after it determines the matter requires Council review.
 - D) The owner may appeal any decision of the Site Review Committee to the City Council, who may affirm, reverse or modify the Site Review Committee decision.

VI. CONSTRUCTION PHASING

§ 6.01 General Requirements

- I. No building permit in respect to the building in any "Pod" shall be issued by the Building Department until:
 - A) The Zoning Administrator has certified to the Building Department that proposed building(s) substantially conform to § IV, Development Standards and Use Regulations, and the CCNR's for the appropriate "Pod".
 - B) The Director of Public Works has certified to the Building Department that the infrastructure improvements and roads required as shown on the drawings submitted by the developer of the "Pod" substantially conform to § III, Site Conditions contained in this Agreement and that said improvements have been constructed or security guaranteeing the construction has been received by the City.

For purposes of this Section, the "Security" required shall be in an amount equal to 100% of the developer's Licensed Engineer's estimate of the cost of constructing said improvements.

VII. SEQUENCING

§ 7.01 GENERAL

- I) The "Pods" and their associated portions of the Common Area are intended to be as stand-alone developments within the Subject Property. The sequencing of infrastructure improvements must conform to the requirements of §§ 3.01 through 3.03 of this Agreement.
- II) The infrastructure improvements, under §§ 3.01 through 3.03, associated with the individual "Pods" located on the Subject Parcel shall be substantially completed on or before July 1, 2007, unless an extension for the development is granted by the City Council. If said infrastructure improvements, required within the respective "Pods" of the Subject Parcel, are not completed, and no extension received, the Council shall redesignate the undeveloped portion of the Subject Property in accordance with the City of Kalispell Zoning Ordinance.

VIII. MISCELLANEOUS

§ 8.01 EFFECTIVE DATE

This Agreement shall be effective on the date the Ordinance approving Northwest's Planned Unit Development is adopted and shall remain in full force and effect until all "Pods" within the Subject Property are developed or July 1, 2007, which ever occurs first.

§ 8.02 SEVERABILITY

In the event that any provisions of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Agreement shall continue to be of full force and effect.

§ 8.03 RECORDATION

This Agreement shall be recorded along with the CCNR's recorded with respect to the "Pods" within the Subject property.

§ 8.04 ENTIRE AGREEMENT - PRIMACY

This Agreement constitutes the entire agreement between the parties and may only be amended as set forth herein. In the event, during the term of this Agreement, there is a variance between the provisions of this Agreement and the CCNR's, filed with respect to the individual "Pods", this Agreement shall take precedence.

§ 8.05 BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective parties heirs, successors and assigns.

Dated this 17 day of May, 1995.

NORTHWEST HEALTH CARE, INC.

BY: Paul R. Gustafson

Its: Chairman

CITY OF KALISPELL

BY: Bruce Williams

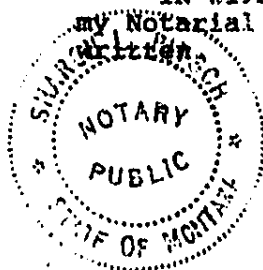
Its: City Manager

9527615080

STATE OF MONTANA)
 : ss
County of Flathead)

On this 17 day of May, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Paul R Tutved, of Northwest Health Care, Inc.; the corporation that executed the foregoing instrument, and the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Sharon L Pitsch
Notary Public, State of Montana
Residing at Kalispell, Montana
My Commission expires 6-25-95

STATE OF MONTANA)
 : ss
County of Flathead)

On this 17th day of May, 1995, before me, a Notary Public in and for the State of Montana, personally appeared Bruce Williams, known to me to be the City Manager of the City of Kalispell, a municipality, that executed the within instrument, and acknowledged that such City Manager subscribed, sealed and delivered said instrument as the free and voluntary act of said municipality, for the uses and purposes therein set forth, and that he was duly authorized to execute the same on behalf of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year first above written.



Glen A Fisher
Notary Public, State of Montana
Residing at Kalispell, Montana
My Commission expires Sept 14, 1996

95276/5080

EXHIBIT "A"

Those portions of Government Lots 5, 6, 8, and 13, Section 6, Township 28 North, Range 21 West; and the Southeast Quarter of the Northeast Quarter, Section 1, Township 28 North, Range 22 West, Principal Meridian, Flathead County, Montana as described in Certificate of Survey No. 12409 as parcels One (1) through Five (5), on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

STATE OF MONTANA,

County of Flathead

ss

Recorded at the request of City of Kalispell
this 3rd day of Oct, 1995 at 3:08 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 432.00 Pd.

RECEPTION NO. 95276/5080

RETURN TO City of Kalispell
Box 1997, Kalispell, MT 59903

Susan A. Haderfeld
Flathead County Clerk and Recorder

Beryl C. Cutler
Deputy

DEVELOPMENT AGREEMENT
EXHIBIT "A"

ORDINANCE NO. 1276

AN ORDINANCE AMENDING ORDINANCE 1226 (PLANNED UNIT DEVELOPMENT, BUFFALO COMMONS) BY ALLOWING THE AMENDMENT OF THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS, BUFFALO COMMONS (RETAIL/COMMERCIAL/OFFICE) TO INCLUDE THEREIN, BANKS/SAVINGS AND LOANS/FINANCE AND LOAN COMPANIES, SUBJECT TO CERTAIN PERFORMANCE STANDARDS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KALISPELL, AS FOLLOWS:

SECTION I. That the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons (Retail/Commercial/Office) Exhibit C, Ordinance No. 1226 may be amended to allow Banks/Savings and Loan/Finance and Loan Companies subject to the following performance standards:

- 1) The structure may be freestanding or be integrated into a multi-use building.
2) Total building area shall not exceed 3000 square foot print area, including anticipated future expansion.
3) The lot design may include a drive-up ATM machine and drive-through teller lanes, not to exceed 4 teller lanes.

SECTION II. This Ordinance shall take effect from and after 30 days of its passage by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL AND MAYOR, THIS 1st DAY OF December, 1997.

Douglas D. Rauthe - Mayor

Attest:

Debbie Gifford, CMC
Clerk of Council

STATE OF MONTANA
COUNTY OF FLATHEAD
I hereby certify that this is a true and correct copy of Ordinance 1276 for the City of Kalispell.
Dated this 17th day of February, 1998.
Finance Director
City of Kalispell

STATE OF MONTANA, }
County of Flathead } SS

Recorded at the request of City Kal
this 24 day of Feb, 1998 at 12:21 o'clock M and recorded in the records of Flathead County, State of Montana.

Fee \$ 6.00 Pd. Susan J. Haverfield (Flathead County Clerk and Recorder)

RECEPTION NO. 1998055/2210

RETURN TO Kalispell City Atty (Deputy)

Box 1997 Kalispell MT 59903

0332924 0001617 thru 0001648
E000307 019 6540 0001599 0001601
0983404 0001573 thru 0001579
0255315 0969517

AN ORDINANCE AMENDING ORDINANCE NO. 1226 (PLANNED UNIT DEVELOPMENT, BUFFALO COMMONS) BY ALLOWING THE VACATION OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, BUFFALO COMMONS, (COMMON AREA, RETAIL/COMMERCIAL/OFFICE, MULTI-FAMILY, SINGLE FAMILY AND MEDICAL FACILITIES) BY VACATING THOSE COVENANTS, CONDITIONS, AND RESTRICTIONS, BUFFALO COMMONS DESIGNATED IN ORDINANCE NO. 1226, SECTION I, (A), (B), (C), (D) AND (E) AND REPLACING SAID VACATED SECTIONS WITH COVENANTS, CONDITIONS AND RESTRICTIONS, BUFFALO COMMONS AS SET FORTH HEREIN, AND DECLARING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KALISPELL, AS FOLLOWS:

SECTION I. That the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, (A), (B), (C), (D) and (E), Section I, Ordinance No. 1226, (Records of Flathead County, Doc. No. 9527615080) are hereby vacated subject to the execution of revised Covenants, Conditions and Restrictions, Buffalo Commons, by Northwest Healthcare and the successors in interest.

SECTION II. That the Planned Unit Development, Buffalo Commons is hereby amended by including therein the following Declarations of Covenants, Conditions and Restrictions, Buffalo Commons:

- A) Declarations of Covenants, Conditions and Restrictions, Buffalo Commons (Common Area) [Exhibit "A", attached hereto, incorporated herein, and thereby made a part hereof];
- B) Declarations of Covenants, Conditions and Restrictions, Buffalo Commons (Retail/Commercial/Office) [Exhibit "B", attached hereto, incorporated herein, and thereby made a part hereof];
- C) Declarations of Covenants, Conditions and Restrictions, Buffalo Commons (Multi-Family) [Exhibit "C", attached hereto, incorporated herein, and thereby made a part here of];

0332924
E000307
0001617 4114 0001648 0001580 0983404 0001572 4114 0001579
0196540 0001599 0001601 0969517 0255315

- D) Declarations of Covenants, Conditions and Restrictions, Buffalo Commons (Single Family) [Exhibit "D", attached hereto, incorporated herein, and thereby made a part hereof];
- E) Declarations of Covenants, Conditions and Restrictions, Buffalo Commons (Medical/Professional Facilities) [Exhibit "E", attached hereto, incorporated herein, and thereby made a part hereof];

SECTION III. All other parts and portions of Ordinance No. 1226, not amended hereby, shall remain the same.

SECTION IV. This Ordinance shall take effect from and after 30 days of its passage by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KALISPELL, MONTANA, THIS 2ND DAY OF FEBRUARY, 1998.

Wm. E. Boharski .

Wm. E. Boharski - Mayor

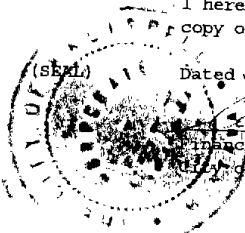
ATTEST:

Debbie Gifford
Debbie Gifford, MC/AAE
Clerk of Council

STATE OF MONTANA)
 : ss
COUNTY OF FLATHEAD)

I hereby certify that this is a true and correct copy of Ordinance 1281 for the City of Kalispell.

Dated this 17th day of February, 1998.



[Signature]
Finance Director
City of Kalispell

j:wp/ord/buffcommud

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of City of Kal
this 24 day of Feb, 19 98 at 12:22 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 12.00 Pd.

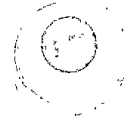
RECEPTION NO. 199805512220

RETURN TO Kalispell City Atty

[Signature]
(Flathead County Clerk and Recorder)
[Signature]
(Deputy)

Box 1997 Kalispell Mt 59903

1998055 12230



TERMINATION

NORTHWEST HEALTHCARE CORPORATION, as evidenced by its signature hereon, hereby terminates those certain Declaration of Covenants, Conditions, and Restrictions Buffalo Commons among the land records of Flathead County, Montana, as follows:

0332924 0001617 thru 0001648 0001580 0983404
0001572 thru 0001579 E000307 0196540 0001599 0001601
0969517 0255315

1. Declaration of Covenants, Conditions and Restrictions, Buffalo Commons, (Common Areas), recorded under Instrument No. 9527615080, as Exhibit B;
2. Declaration of Covenants, Conditions and Restrictions, Buffalo Commons, (Retail/Commercial/Office), recorded under Instrument No. 9527615080, as Exhibit C;
3. Declaration of Covenants, Conditions and Restrictions, Buffalo Commons, (Multi-Family), recorded under Instrument No. 9527615080, as Exhibit D; and,
4. Declaration of Covenants, Conditions and Restrictions, Buffalo Commons, (Single Family), recorded under Instrument No. 9527615080, as Exhibit E; and,
5. Declaration of Covenants, Conditions and Restrictions, Buffalo Commons, (Medical Facilities), recorded under Instrument No. 9527615080, as Exhibit F.

The effect of this instrument is to expressly terminate and vacate from the land records the above-referenced Covenants, Conditions and Restrictions so as to eliminate same in their entirety from any further effect whatsoever.

DATED this 26th day of January, 1998.

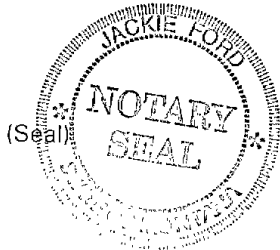
NORTHWEST HEALTHCARE CORPORATION

By: Thomas W. Laux
Thomas W. Laux, President/CEO

STATE OF MONTANA)
: ss.
County of Flathead)

On this 9 day of January, 1998, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ~~SONE ENDRESEN & FRANK STRICKLAND~~ known to me to be a General Partner of J & F Contruction, a Montana General Partnership, the Partnership whose name is subscribed to the within instrument, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Jackie Ford
Notary Public for the State of Montana
Residing at Salisbury, Montana
My commission expires 3-27-00

033 2924 00016174hrd 0001648 000158 09 83404
0001572 hrd 0001579 E 000307 0196540 0001599
0001601 0969517

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Common Area)

THIS DECLARATION, made this 26th day of January, 1998, by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property known as "Buffalo Commons" situated in Flathead County, Montana, described as follows:

All that land as shown on and described as Parcels 1, 2, 3, and 4 of Certificate of Survey No. 12409 and as amended by Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described as all that land as shown on and described as Parcels 1, 2, 3 and 4 of Certificate of Survey No. 12409, and as amended by Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana, to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

Section 2: "Association" shall mean The Buffalo Commons Common Area Owners Association.

Section 3: "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 4: "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of others, including but not limited to parks, trails, easements, and recreational facilities as more particularly shown on the plat of The Buffalo Commons Planned Unit Development as approved by the City of Kalispell, together with any modifications thereto as reflected on the individual Phases I through IV as subsequently approved by the City of Kalispell and recorded among the land records, Flathead County, Montana.

Section 5: "Lot" shall mean any parcel, unit, or other ownership interest in real estate.

Section 6: "Vote" or "voter", shall mean one vote per lot, provided that the Declarant herein shall be entitled to a vote for each lot it owns inclusive of a lot shown on a preliminary subdivision plat which has not received final subdivision plat approval.

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 Parcels 1, 2, 3 and 4 of Certificate of Survey No. 12409, and as amended by Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana, shall form a Montana Non-profit Corporation and adopt necessary By-Laws known as "The Buffalo Commons Common Area Owners Association, Inc." hereinafter referred to as Association. The Association to be formed by Declarant shall have as members all owners as defined herein. 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. The Association's purpose is to provide services and facilities to the owners as it may determine.

Every owner who is a member of the Association shall have a right and easement of enjoyment in and to the common area which 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 common area.
- b. The right of the Association to suspend the use or enjoyment of the 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.
- c. Any Association member may delegate the right of enjoyment of the common area to members of the member's family, tenants, contract purchasers or guests.

Section 2. Purpose: The purpose of the Buffalo Commons Common Area Owners Association is to adopt rules and regulations for the use and maintenance of the common areas as defined herein and located within the property described as all that land as shown on and described as Parcels 1, 2,

3 and 4 of Certificate of Survey No. 12409, and as amended by Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana. Common areas include parking lots, parks and other miscellaneous common areas, playground equipment, trail system, highway boulevard and signage.

ARTICLE III. ASSESSMENTS/COLLECTION

Section 1. Assessment/Creation of Lien: Each owner (other than Declarant) 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 Parcels 1, 2, 3 and 4 of Certificate of Survey No. 12409, and as amended by Parcel 1 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. Declarant's Assessment/Date of Commencement of Assessment: Pending sale of the lots, Declarant shall be responsible for all assessments on said unsold lots as same become due. At sale, assessments shall be pro-rated as of date of sale. Declarant remaining responsible for assessments to date of sale and the lot purchaser being responsible thereafter. All such allocations shall be based on a 365 day year.

Section 3. 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 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 4. Purpose: Assessments for the purpose of common area maintenance shall be specifically allocated for that purpose. General assessments assessed against owners of the lots shall be for the general purpose of maintaining Association property. Assessments shall be used to administer the covenants to maintain and improve quality of the common area

as well as the Planned Unit Development as a whole and to promote the recreation, health, safety, comfort, convenience, and welfare of Buffalo Commons Planned Unit Development.

Section 5. 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 common area. Said assessments shall be billed and collected over the same term and at the same time. The first year for which annual assessments shall be established and collected shall be the calendar year 1998.

Section 6. Uniform Rate: Common area assessments as well as regular and special assessments, shall be fixed at a uniform rate provided that the assessments shall be divided among all the individual lots based on a pro rata share for each lot as to the entire real estate subject to the assessment under these covenants. Property Owner Association assessments for the maintenance, improvements, taxes, and/or general operation of the common areas within Buffalo Commons (Phases I - IV) shall be proportionately distributed to each platted lot based on ratios that reflect the proportionate size of each phase or lot to the total lot area within Phases I - IV. In general terms, the percent of annual assessment by phase is as follows:

Phase I	25% of the total annual fees;
Phase II	16% of the total annual fees;
Phase III	34% of the total annual fees; and,
Phase IV	25% of the total annual fees.

For convenience purposes, the total annual fees for Phases I & II may be assessed on a per lot or unit basis such that the total obligation for each phase is divided by the total number of lots or sublots within each phase. For example, the total annual assessment obligation for Phase I would be divided by 31 (lots) to determine a per lot assessment. The total assessment for Phase II would be divided by 35 (sublots) to determine a per unit assessment. The annual assessments for Phases III & IV shall be determined solely on a square footage basis where the proportion of the assessment obligation is determined

by dividing the total area of a particular lot by the total lot area of all phases (1,410,303.44 sq ft) and multiplying that quotient by the total annual assessment.

For purposes of this section, the total assessment area for each Phase of development is as follows:

Phase I	357,148.44 sq ft
Phase II	230,545.00 sq ft
Phase III	471,947.00 sq ft
<u>Phase IV</u>	<u>350,663.00 sq ft</u>
Total	1,410,303.44 sq ft

Section 7. Assessment period/Due Date: Assessments as provided herein shall commence as against all lots on the 1st day of January, 1998. Thereafter, the Board of Directors shall fix the amount of the regular annual assessment against each lot annually. Commencing with January 1, 1998, an assessment period shall consist of a 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 8. Special Assessments: Special Assessments to include common 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 said 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 9. Nonpayment/Remedies: Any assessment not paid within 30 days after the due date shall bear interest from the due date at the prime rate as established by Glacier Bank, Kalispell, Montana, 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 by nonuse of the 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 common area. In the event of failure to pay common area maintenance assessments, the Association may terminate the right to ingress, egress and/or utilization of the common facilities.

Section 10. Subordination or 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 common area 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 IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. Irrigation: All open spaces shall have an automatic irrigation system.

Section 2. Landscaping:

Species.

Ponderosa Pine
Summit Green Ash
Norway Maple
Russian Olive

Section 3. Planting: The following are the basics needed for the low maintenance program.

1. Turf is an Athletic Field mix which consists of:
 - 25% Linn Rer Rye Grass
 - 23% Manhattan Rye Grass
 - 39% Creeping Red Rescue
 - 10% Kentucky Blue Grass
2. All plant material used for landscaping within the development shall be propagated and grown within the plant hardiness zones 3, 4, and 5.
3. Trees with a caliper of two (2) inches or less will be staked upon planting. the contractor will periodically check and correct/replace loose stakes and ties. Stakes will be removed after one (1) growing season.
4. All trees will be mulched after planting. Trees shall be mulched with four (4) inches of shredded wood or bark.
5. Establishment of landscaping is the responsibility of the Declarant/Contractor. The establishment period is one (1) year.

Section 4. Path System: The design criteria for a bikeway has been used in developing the actual open space path construction. This multi-purpose path as available for use by the residents of Buffalo Commons exclusively because it is privately maintained. For liability reasons, signs will then have to 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 concrete which has been machine laid to insure a smooth surface.

3. A minimum cross slope of two (2) percent is required for proper drainage.

Section 5. Highway Boulevard:

Species.

- Ponderosa Pine
- Patmore Ash
- Bailey Compact American Cranberry Bush
- Kathryn Dykes Potentilla

Section 6. Signs:

West Entrance: A sign approximately ten (10) feet long by four and one-half (4 1/2) feet tall shall be permitted.

Landscaping

- Ponderosa Pine
- Aspen (single and multi-stem)
- Peking Cotoneaster
- Kathryn Dykes Potentilla
- Annuals

East Entrance: A sign no greater than ten (10) feet long by four and one-half (4 1/2) feet tall shall be permitted.

Landscaping

- Ponderosa Pine
- Aspen (single and multi-stem)
- Kathryn Dykes Potentilla
- Annuals

ARTICLE V. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these Covenants, and in the event of litigation, shall be entitled to attorneys fees.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VI. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the land described as all that land shown on and described as Parcels 1, 2, 3 and 4 of Certificate of Survey No. 12409, and as amended by Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana, excluding common areas has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each lot shall be entitled to one vote under this Article.

ARTICLE VII. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land described as all that land shown on and described as Parcels 1, 2, 3 and 4 of Certificate of Survey No. 12409, and as amended by Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana, excluding common areas which instrument has been recorded, agreeing to such amendment. Each lot shall be entitled to one vote under this Article provided that in any event an amendment shall not be valid unless approved in writing by the City of Kalispell.

STATE OF MONTANA)
: ss.
County of Flathead)

On this 9 day of January, 1998, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ~~JONE ENDRSEN AND FRANK R. STRICKLAND~~ known to me to be a General Partner of J & F Contruction, a Montana General Partnership, the Partnership whose name is subscribed to the within instrument, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Jackie Ford
Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires 3.27.00

0196540 0001599
0001601

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Retail/Commercial/Office)

THIS DECLARATION, made this 26th day of January, 1998,
by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

W I T N E S S E T H;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property situated in Flathead County, Montana, described as follows:

All that land as shown on and described as Parcel 3 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described as all that land as shown on and described as Parcel 3 of Certificate of Survey No. 13186, Records of Flathead County, Montana, to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

Section 2: "Association" shall mean The Buffalo Commons Retail/Commercial/Office Property Owners Association.

Section 3: "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 4: "Lot" shall mean any plot of land shown upon any recorded subdivision plat or map of the property.

Section 5: "Vote" or "voter", shall mean one vote per lot, provided that the Declarant herein shall be entitled to a vote for each lot it owns inclusive of a lot shown on a preliminary subdivision plat which has not received final subdivision plat approval.

ARTICLE II. 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 Property Owners Association from owners within the property described as all that land shown on and described as Parcel 3 of Certificate of Survey No. 13186, Records of Flathead County, Montana, and shall be known as the Buffalo Commons Retail/Commercial/Office 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 Property Owners Association.

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, parking lot, 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.)

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 3. Approval by Architectural Review Committee: 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; and
- 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 III. RESTRICTIONS AS TO LAND USE

Section 1. Retail/Commercial/Office: The following are permitted uses for all that land shown on and described as Parcel 3 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

Art Sales	Gift Shop
Beauty/Barber Shop	Ice cream parlor
Bicycle sales	Music store
Book store	Prepared food delivery
Camera sales	Photographic studio
Car Wash	Pizza shop
Catering business	Post office
Deli	Travel agency
Donut shop	Hearing aid sales
Drug store	Convenience store/gas
Prosthesis	Restaurant
Health food retail	Video rentals
Pharmacy	Office, professional/govern.
Other retail < 3,000 sq ft	Schools
Insurance sales	Physician Offices
Clinics, medical or dental	Libraries/museums/arts
Community center	Parks
Florist	Fire/Police Station
Banks/Savings & Loans/Finance and Loan Companies	

ARTICLE IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. Landscaping: Landscape treatment required for all lots shall consist of a combination of turf, shrubs, and trees.

Section 2. Parking Areas:

Landscaping. The following guidelines, adapted from the Kalispell Zoning Ordinance (chapter 27.26), apply to all parking areas for over four (4) vehicles and service drives.

A minimum of five percent (5%) of the total parking lot area shall be

landscaped. Landscaping is encouraged within the parking lot in the form of island and along the perimeter of the parking lot for the purpose of providing a visual relief between a public street and the parking lot.

The island landscape buffer shall consist of planting materials or planting materials and man-made features to create a visual relief buffer in the form of a hedge, planter box, berm, shrubbery, or a combination of the above.

Species.

Kathryn Dykes Potentilla
Broadmoor Juniper
Emerald Mound Honeysuckle

ARTICLE V. RESTRICTIONS ON MATERIALS

Section 1. Exterior. All structures to be constructed on the land described as all that land shown on and described as Parcel 3 of Certificate of Survey No. 13186, Records of Flathead County, Montana, shall be limited to the following exterior materials:

A. Walls:

Masonry
Giant Brick
Stone
Architecturally finished concrete cast-in-place
Architecturally finished concrete prefabricated panels
Synthetic Stucco
Prefinished panels with anodized aluminum finish
Concrete Block (in visually obscure areas only)
Textured or 'Architectural' Concrete Block (in visually obscure areas only)

B. Fascias:

Anodized aluminum panels
Prefinished Architectural Metal Panels
Synthetic Stucco

Prefinished Cedar

C. Soffits:

Anodized aluminum panels
Prefinished Architectural Metal Panels
Synthetic Stucco
Prefinished Cedar
Prefinished pressboard

D. Visually Accessible Roofs

Prefinished Architectural Metal Roofing
Deep Profile Prefinished Metal Roofing
(Light gauge, "common" economy grade is prohibited)
Cedar Shakes and Shingles, Blue label and Fire resistant treated
Exposed Hypalon, Single ply EPDM, and/or Built-up Roofing is
expressly prohibited)

E. Windows and Doors:

Frames and Materials
Commercial grade thermally-broken anodized aluminum frames
Enamel finished pressed metal frames (on nonpublic entrances)
Glazing
Double or triple glass panels
Low-E type panels
Energy saving features (reflective coatings, argon gas, "Heat
Mirror", special internal coatings et. al.)
Energy saving features (reflective coatings or finishes impacting
appearance)

F. Colors:

Applied Finishes - predominantly earth tones
Natural coloration of masonry, stone
Accent Colors
Clear Sealers

Semi-transparent stains

The suggested materials list and the establishment of an architectural review authority will provide the necessary mechanisms to ensure quality design and development. A special item of architectural concern is the rear-side appearance of those structures adjoining U.S. Highway 93. In addition to the materials list, the following regulations and/or landscape features will apply to those structures adjoining the highway:

- A. Development of properties adjacent to Highway 93 will be buffered with undulating landscape berms and materials from the highway. Paved areas shall not be visible from the Highway.
- B. Refuse shall be contained in attractive, screened enclosures.
- C. No temporary storage shall occur in areas between the buildings and highway.
- D. Loading areas shall be consolidated for multiple tenants/businesses into areas designed to be either attractive features and/or visually obscured.
- E. Exterior appearance of walls and/or roofs of buildings visually accessible from the Highway shall contain architectural elements found on the "front" portions of the commercial buildings. Walls and surface planes shall be broken up in such a manner as to create visual interest, avoiding monotony.
- F. Architectural Lighting shall be provided in utilitarian areas to promote security and not compete with Highway lighting.

ARTICLE VI. MISCELLANEOUS RESTRICTIONS

Section 1. Lot Size: Minimum lot sized shall be 7,000 square feet with a minimum lot frontage of 70 feet.

Section 2. Building Size: Each building or other structure shall be

constructed, erected and maintained in strict accordance with the approved plans and specifications. Maximum building height shall be 35 feet. A single retail structure can provide up to 4 retail spaces on a single lot provided said structure does not exceed a total store front width of more than 150 feet. All other uses specifically listed above have no specific size limitation other than what is necessary to achieve the setback, parking and building height limitations.

Section 3. Setbacks: Rear setbacks shall be 5 feet for those structures backing U.S. Highway 93. Elsewhere in this land use pod, the rear setback shall be 20 feet. Side yard setbacks shall be 10 feet, except the setback shall be 20 feet on any side corner. Front yard setbacks shall be 20 feet.

Section 4. Utilities: All utilities including but not limited to power, electric, and telephone shall be underground.

Section 5. Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Review Committee.

Section 6. 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. Any of the aforementioned structures shall be erected at any time without the written approval of the Architectural Review Committee.

Section 7. Garbage: No lot 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.

Section 8. Signs: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any parcel for any purpose whatsoever, except such signs as have been approved by the Architectural Review Committee. Signage is limited to a small wall identification/logo sign for each shop front. A kiosk-type structure shall provide a common entrance and identification sign for all of the business tenants

located in the area described as all that land shown on and described as Parcel 3 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

Section 9. Parking: All lot owners shall be responsible for providing on-site parking in accordance with the Kalispell Zoning Ordinance for the intended uses.

Section 10. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein.

ARTICLE VII. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these Covenants, and in the event of litigation, shall be entitled to attorneys fees.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VIII. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the land described as all that land as shown on and described as Parcel 3 of Certificate of Survey No. 13186, Records of Flathead County, Montana, has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each lot shall be

entitled to one vote under this Article.

ARTICLE VIII. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land described as all that land shown on and described as Parcel 3 of Certificate of Survey No. 13186, Records of Flathead County, Montana, which instrument has been recorded, agreeing to such amendment. Each lot shall be entitled to one vote under this Article provided that in any event an amendment shall not be valid unless approved in writing by the City of Kalispell.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

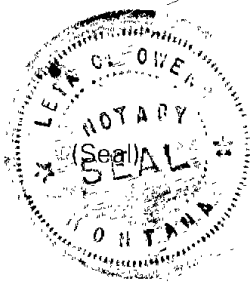
NORTHWEST HEALTHCARE CORPORATION

By: Thomas W. Lantz
President

STATE OF MONTANA)
 : ss.
County of Flathead)

On this 26th day of January, 1998, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Thomas W. Gaux, known to me to be the President of Northwest Healthcare Corporation, the Corporation whose name is subscribed to the within instrument and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Leta C. Owens
Notary Public for the State of Montana
Residing at Columbia Falls, Montana
My commission expires 4/1/98

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Multi-Family)**

THIS DECLARATION, made this 26th day of January, 1998, by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH:

That WHEREAS, Northwest Healthcare Corporation is the owner of real property situated in Flathead County, Montana, described as follows:

All that land shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

That WHEREAS, Declarant is desirous of subjecting all of said property described as all that land shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana, to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

0001572 thru 0001580

000307

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

Section 2: "Association" shall mean The Buffalo Commons Multi-Family Property Owners Association.

Section 3: "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 4: "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 "limited" to the Phase II portion of the Buffalo Commons Planned Unit Development designated for "multi-family" development and as such is separate and distinct from the "general" Common Area enjoyed by and assessed to all Phases I through IV of the Buffalo Commons Planned Unit Development.

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, provided that the Declarant herein shall be entitled to a vote for each lot it owns inclusive of a lot shown on a preliminary subdivision plat which has not received final subdivision plat approval.

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, shall form a Montana Non-profit Corporation and adopt necessary By-Laws known as "The Buffalo Commons Multi-Family Property Owners Association, Inc." hereinafter referred to as

Association. The Association to be formed by Declarant shall have as members all owners as defined herein. 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. The Association's purpose is to provide services and facilities to the owners as it may determine, including but not limited to the following:

- a. The right of the Association to charge reasonable fees for the care, maintenance and improvement of the maintenance area on each individual lot inclusive of the right of access to and from said lot.

Section 2. Purpose: The purpose of the Buffalo Commons "Multi-Family Property Owners Association is to adopt rules and regulations for the maintenance of the maintenance area and inclusive of the lot landscape areas, sidewalks, and driveways as defined herein and located within the property described as all that land as shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

ARTICLE III. ASSESSMENTS/COLLECTION

Section 1. Assessment/Creation of Lien: Each owner (other than Declarant) 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. Declarant's Assessment/Date of Commencement of Assessment: Pending sale of the lots, Declarant shall be responsible for all assessments on said unsold lots as same become due. At sale, assessments shall be pro-rated as of date of sale. Declarant remaining responsible for assessments to date of sale and the lot purchaser being responsible thereafter.

All such allocations shall be based on a 365 day year.

Section 3. 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 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 4. Purpose: Assessments for the purpose of the maintenance area shall be specifically allocated for that purpose. General assessments assessed against owners of the lots shall be for the general purpose of maintaining Association property. Assessments shall be used to administer the covenants to maintain and improve quality of the maintenance area, including but not limited to, the cost of maintaining all lawns and landscaping and maintenance and snow removal of sideways, driveways and turnarounds.

Section 5. 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 maintenance area. Said assessments shall be billed and collected over the same term and at the same time. The first year for which annual assessments shall be established and collected shall be the calendar year 1998.

Section 6. 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 among all the individual lots based on a pro rata share for each lot as to the entire real estate subject to the assessment under these covenants.

Section 7. Assessment period/Due Date: Assessments as provided herein shall commence as against all lots on the 1st day of January, 1998. Thereafter, the Board of Directors shall fix the amount of the regular annual assessment against each lot annually. Commencing with January 1, 1998, an assessment period shall consist of a 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 8. Special Assessments: Special Assessments to include 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 said 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 9. 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 the prime rate as established by Glacier Bank, Kalispell, Montana, 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.

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.

Section 10. Subordination or 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 maintenance area 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 IV. 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.

Section 2. Function of the Architectural Review Committee: A I I 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.)

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 3. Approval by Architectural Review Committee: 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; and
- 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 V. 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.

Duplex
Single family dwelling
Multi-family (tri-plex, four plex)

ARTICLE VI. RESTRICTIONS AS TO LANDSCAPING

Section 1. Landscaping: Landscape treatment required for all lots shall consist of a combination of turf, shrubs, and trees.

ARTICLE VII. 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 subplot sizes of 2,500 square feet or larger, permitting the so-called "villa" or zero lot line townhome concept. Minimum lot sizes for duplex, tri-plex and fourplex dwellings are 6,000, 9,000, and 12,000 square feet, respectfully. The number of sublots 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.

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 base floor area of not less than 1,000 square feet of living area for a single story building. A garage having a minimum of 2 parking stalls shall be required for each dwelling unit. Single family dwellings (detached) shall have a base floor area of not less than 1,400 square feet of living area for a single story building and not less than 1,650 square feet of living area for a multi-story dwelling. 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.

Section 5. Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Review Committee.

Section 6. 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. Any of the aforementioned structures shall be erected at any time without the written approval of the Architectural Review Committee.

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 the lot of their owner and not permitted to run at large. The owners shall be 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 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 patio decks with written approval from the Architectural Review Committee.

Section 10. Signs: Except for the Declarant or its agent, no signs shall be placed on any lot except name plates and one unlighted sign not exceeding three (3) square feet in surface area advertising the sale or lease of the lot or improvements thereon.

Section 11. 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 on parent lots 2 - 9, and 11 - 12 are closed to parking and no vehicle shall be parked thereupon. No trailer, camper, or recreational vehicle shall be parked in view of the public on the premises, and if parked shall be completely contained within a garage.

Section 12. 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 13. Burning: Open fires are not permitted on the property. Outdoor barbecues are not an open fire within the meaning hereof.

Section 14. 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 15. Maintenance by Unit Owner. An owner shall maintain and keep in repair the interior of each unit and its fixtures. All fixtures, utility lines and equipment installed in the unit commencing at a point where the utilities enter the unit shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work which will impair the structural soundness or integrity of the building or impair any easement. An owner shall keep all areas appurtenant to his unit in a clean and sanitary condition. The right of each owner to repair, alter and remodel is coupled with the obligation to replace any finishing or other materials removed with similar types or kinds of materials. No acts of alteration, repairing or remodeling by any unit owner shall impair in any way the structural integrity of the units of adjoining owners. Nothing contained in this Declaration or the By-laws will be construed as to make the Homeowner's Association liable or responsible for any interior repairs. These repairs are the responsibility of the owner subject to any warranty from his/her builder.

Section 16. Exterior Alterations: No owner may change, alter or remodel the exterior of his unit without the prior written approval of the Association. Exterior siding is 49 year non-maintenance siding and vinyl windows.

Section 17. Maintenance by Town House Association: The Association shall take all necessary steps, including but not limited to, exterior painting, roof and gutter repairs, concrete, exterior brick and stone repairs, repairs to common and fire walls, snow removal from roofs and replacement or repair of all broken or worn exterior parts, to insure that the building does not unnecessarily deteriorate at owners expense. The Association reserves the right to repair and charge back to the unit owner such interior repairs as are necessary to avoid adverse affects on the other units or the building as a whole. The Association is responsible for maintenance of landscaping and sprinkler and water delivery systems, and snow removal from shared driveways and sidewalks as part of regular Association dues.

Section 18. 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 19. Use Easements and Cross Easements:

a. Driveways: The parties recognize that there are various driveways 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 driveway and turnarounds for egress and ingress. Further, by virtue of these covenants, the Association has the right to maintain and repair said driveways 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.

Section 20. Insurance: Each Unit owner shall insure his premises at value and further shall have liability coverage in the amount of not less than \$100,000.00 per occurrence. In addition, each owner will carry medical payment insurance as part of their Homeowner's insurance in an amount of not less than \$5,000.00 per occurrence. Proof of insurance shall be delivered to the Secretary for the Association each year. All insurance policies upon the property shall prohibit subrogation against the Association and/or other Unit owners.

a. Reconstruction or Repair: All Units are to be repaired or replaced if there is insured destruction or damage unless the Association through its Board of Directors waives such replacement. This clause protects the values of all Units in the building and is to inure to the common benefit. Should a Unit owner fail to abide by this provision, the Association may cause repair or rebuilding and charge the same to the Unit owner.

b. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to the plans and specifications approved by not less than 75% of the Unit owners, including the owners of all Units the plans for which are to be altered. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Declaration.

ARTICLE VIII. 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 IX. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these covenants, and in the event of litigation, shall be entitled to attorneys fees.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE X. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the 35 townhouse lots located on the land described as all that land as shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County Montana, has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each townhouse lot shall be entitled to one vote under this Article.

ARTICLE XI. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the 35 townhouse lots described as all that land shown on and described as Parcel 2 of Certificate of Survey No. 13186, Records of Flathead County, Montana, which instrument has been recorded, agreeing to such amendment. Each townhouse lot shall be entitled to one vote under this Article provided that in any event an amendment shall not be valid

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Single Family)

THIS DECLARATION, made this 26th day of January, 1998, by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property situated in Flathead County, Montana, described as follows:

All that land shown on and described as Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described as all that land as shown on and described as Parcel 1 of Certificate of Survey No.13186, Records of Flathead County, Montana, to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use

thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

Section 2: "Association" shall mean The Buffalo Commons "Single Family" Property Owners Association.

Section 3: "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 4: "Lot" shall mean any plot of land shown upon any recorded subdivision plat or map of the property.

Section 5: "Vote" or "voter", shall mean one vote per lot, provided that the Declarant herein shall be entitled to a vote for each lot it owns inclusive of a lot shown on a preliminary subdivision plat which has not received final subdivision plat approval.

ARTICLE II. 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 Property Owners Association from owners within the property described as all that land as shown on and described as Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana, and shall be known as the Buffalo Commons Single 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 Property Owners Association.

Section 2. Function of the Architectural 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.)

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 3. Approval by Architectural Review Committee: 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; and
- 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 III. RESTRICTIONS AS TO LAND USE

Section 1. Single Family: The following are permitted uses for all that

land shown on and described as Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana:

Single Family dwellings

Parks

ARTICLE IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. Landscaping: Landscape treatment required for all lots shall consist of a combination of turf, shrubs, and trees.

ARTICLE V. MISCELLANEOUS RESTRICTIONS

Section 1. Lot Size: Minimum lot sizes are 7,000 square feet with a minimum lot width of 60 feet.

Section 2. Building Size: Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Residential dwellings shall have a base floor area of not less than 1400 square feet of living area for a single story building. Multi-story dwellings shall not have less than 1650 square feet of total living area. For purposes of this paragraph, the basement, porch, steps, and garage shall not be considered a part of the living area. A garage having a minimum of 2 parking stalls shall be required for each lot having a residential dwelling. Maximum building height will be 30 feet.

Section 3. Setbacks: Setbacks are 20 feet in the front and rear and 5 feet on either side, except a 20 foot setback is required on the corner side of any lot.

Section 4. Utilities: All utilities including but not limited to power, electric, and telephone shall be underground.

Section 5. Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Review Committee.

Section 6. 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. Any of the aforementioned structures shall be erected at any time without the written approval of the Architectural Review Committee.

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 and raised, but not for commercial purposes. Permitted animals, not exceeding two adult animals, must be confined to the lot of their owner and not permitted to run at large.

Section 8. Garbage: No lot 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.

Section 9. Landscaping and Fences: No hedges, shrubs or other plantings, or any structure shall be permitted which unreasonably objects the view of any owner or motor vehicle drivers, and shall not in any even, 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. All or any landscaping shall be subject to the approval of the Architectural Review Committee. There shall be no fences in front yards. Fences in the rear yard shall have a maximum height of six (6) feet.

Section 10. Signs: Except for the Declarant or its agent, no signs shall be placed on any lot except name plates and one unlighted sign not exceeding three (3) square feet in surface area advertising the sale or lease of the lot or improvements thereon.

Section 11. Parking: All lot owners shall be responsible for providing on-site parking in accordance with the Kalispell Zoning Ordinance for the intended uses.

Section 12. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein.

Section 13. Burning: Open fires are not permitted on the property. Outdoor barbecues are not an open fire within the meaning hereof.

ARTICLE VI. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these Covenants, and in the event of litigation, shall be entitled to attorneys fees.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VII. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the 31 single family lots located on the land described as all that land as shown on and described as Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana, has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each lot shall be entitled to one vote under this Article.

ARTICLE VIII. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the 31 single family lots located on the land described as all that land as shown on and described as Parcel 1 of Certificate of Survey No. 13186, Records of Flathead County, Montana, which instrument has been recorded, agreeing to such amendment. Each lot shall be entitled to one vote under this Article provided that in any event an amendment shall not be valid unless approved in writing by the City of Kalispell.

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Medical/Professional Facilities)

THIS DECLARATION, made this 26th day of January, 1998, by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property situated in Flathead County, Montana, described as follows:

All that land shown on and described as Parcel 4 of Certificate of Survey No. 12409, and Parcel 4 of Certificate of Survey No. 13186, records of Flathead County, Montana.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described as all that land shown on and described as Parcel 4 of Certificate of Survey No. 12409, and Parcel 4 of Certificate of Survey No. 13186, Records of Flathead County, Montana, to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Northwest Healthcare Corporation.

Section 2: "Association" shall mean The Buffalo Commons "Medical/Professional Facilities" Property Owners Association.

Section 3: "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 4: "Lot" shall mean any plot of land shown upon any recorded subdivision plat or map of the property.

Section 5: "Vote" or "voter", shall mean one vote per lot, provided that the Declarant herein shall be entitled to a vote for each lot it owns inclusive of a lot shown on a preliminary subdivision plat which has not received final subdivision plat approval.

ARTICLE II. 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 Property Owners Association from owners within the property described as all that land shown on and described as Parcel 1 of Certificate of Survey No. 12409 and Parcel 4 of Certificate of Survey No. 13186, Records of Flathead County, Montana, and shall be known as the Buffalo Commons Medical/Professional Facilities 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 Property Owners Association.

Section 2. Function of the Architectural Review Committee: A I I 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, parking lot, 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.)

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 3. Approval by Architectural Review Committee: 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; and
- 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 III. RESTRICTIONS AS TO LAND USE

Section 1. Medical/Professional: The following are permitted uses for all that land shown on and described as Parcel 4 of Certificate of Survey No.

12409 and Parcel 4 of Certificate of Survey No. 13186, Records of Flathead County, Montana:

Hospital

Hospital and Clinic Support Facilities

- Cafeteria
- Laundry
- Environmental
- Dietary
- Warehouse
- Central Plant
- Central Service & Delivery
- Communication Networks
- Parking -- Building & User Group Specific
- Ambulance "barn"

Outpatient-Surgical Center

Specialized Clinics

- Walk In, 24 Hour Care
- Rehabilitation
- Speech
- Children's
- Sports Medicine
- Family Practice
- Psychiatric
- Cardiac
- Cancer Treatment
- Dialysis
- Mental Health
- Employer Services

Offices:

- Foundations
- Administration Offices

Consolidated Doctor's Clinic

Allergy, Audiology, Cardiac, Dermatology, Ear, Nose&Throat, Family

Practice, Gastroenterology, Hematology, Infectious Diseases, Infertility, Nephrology, Neurological, Obstetrics, Occupational Medicine, Oncology, Ophthalmology, Optometry, Orthopedics, Pediatrics, Physical Medicine and Rehabilitation, Pulmonary Medicine, Radiology, Rheumatology, Sports Medicine, Urology, Vascular

Offices: Professional Medical Offices-Independent of Clinic

- Dentists
- Optometrists
- Podiatrists
- Physical Therapists

Offices: Alternative Medicine

- Naturopath
- Homeopath
- Mid Wives
- Chiropractors

Offices: Professional/Governmental

- Attorneys
- Accountants
- Appraisers
- Real Estate Brokers
- Surveyors
- Other professional offices
- All State/Federal/County Municipal Offices

Education Facilities

- Conference Center
- Health Information Center
- Library
- Support Groups Meeting Facilities
- School Outreach Programs

Outpatient Support Facilities

- Waiting areas
- Dining
- Entertainment
- Overnight accommodations

Telecommunications Center
Out reach Programs

Research Facilities
Laboratory
Prosthesis assembly/manufacture

Long Term Care Facilities
Nursing Home
Skilled care
Assisted Care
Independent Living
Congregate Housing

Residential Facilities
Multi-family dwellings includes rental and unit ownership
Elderly & Retirement Housing
Ronald McDonald House & Similar
Foster/group homes
Boarding house
Community residential facility
Single family dwelling

Wellness Facilities
Athletic Club/Wellness Center

Commercial Area-Medical Related
Ambulance Services
Medical Equipment Repair
Medical Equipment Rental
Home Health Services
Nursing Services
Medical Billing Services
Laundry
Medical Record Services
Medical Equipment Supplies
Medical Laboratories

Specialized Centers

Mental Health
Women's
Diet Centers
Youth Residential Care

Government Facilities: Related to Health

Indian Health Services
Veteran's
Social Services
Job Training & Vocational Rehabilitation
Food Bank

Community & Volunteer Program Offices

United Way
American Cancer Association
American Lung Association
Pregnancy Counseling
Blood Banks
Life styling center

Daycare Facilities

Adult
Group
Child
Handicap Centers
Preschool

Other

Cemetery, Mortuary, Funeral Home
Church
Park
Community center

ARTICLE IV. RESTRICTIONS AS TO LANDSCAPING

Section 1. Landscaping: Landscape treatment required for all lots shall consist of a combination of turf, shrubs, and trees.

Section 2. Parking Areas:

Landscaping: The following guidelines, adapted from the Kalispell Zoning Ordinance (chapter 27.26), apply to all parking areas for over four (4) vehicles and service drives.

A minimum of five percent (5%) of the total parking lot area shall be landscaped. Landscaping is encouraged within the parking lot in the form of islands and along the perimeter of the parking lot for the purpose of providing a visual relief between a public street and the parking lot.

The island landscape buffer shall consist of planting materials or planting materials and man-made features to create a visual relief buffer in the form of a hedge, planter box, berm, shrubbery, or a combination of the above.

Species.

Kathryn Dykes Potentilla
Broadmoor Juniper
Emerald Mound Honeysuckle

ARTICLE V. RESTRICTIONS ON MATERIALS

Section 1. Exterior. All structures to be constructed on the land described as all that land shown on and described as Parcel 4 of Certificate of Survey No. 12409, and Parcel 4 of Certificate of Survey No. 13186, Records of Flathead County, Montana, shall be limited to the following exterior materials:

A. Walls:

Masonry
Giant Brick
Stone
Architecturally finished concrete cast-in-place
Architecturally finished concrete prefabricated panels
Synthetic Stucco
Prefinished panels with anodized aluminum finish
Concrete Block (in visually obscure areas only)
Textured or 'Architectural' Concrete Block (in visually obscure

areas only)

B. Fascias:

Anodized aluminum panels
Prefinished Architectural Metal Panels
Synthetic Stucco
Prefinished Cedar

C. Soffits:

Anodized aluminum panels
Prefinished Architectural Metal Panels
Synthetic Stucco
Prefinished Cedar
Prefinished pressboard

D. Visually Accessible Roofs:

Prefinished Architectural Metal Roofing
Deep Profile Prefinished Metal Roofing
(Light gauge, "common" economy grade is prohibited)
Cedar Shakes and Shingles, Blue label and Fire resistant treated
Exposed Hypalon, Single ply EPDM, and/or Built-up Roofing is
expressly prohibited)

E. Windows and Doors:

Frames and Materials
Commercial grade thermally-broken anodized aluminum frames
Enamel finished pressed metal frames (on nonpublic entrances)
Glazing
Double or triple glass panels
Low-E type panels
Energy saving features (reflective coatings, argon gas, "Heat
Mirror", special internal coatings et. al.)
Energy saving features (reflective coatings or finishes impacting
appearance)

F. Colors:

Applied Finishes - predominantly earth tones
Natural coloration of masonry, stone
Accent Colors
Clear Sealers
Semi-transparent stains

ARTICLE VI. MISCELLANEOUS RESTRICTIONS

Section 1. Lot Size: Minimum lot sizes shall be 7,000 square feet with a minimum lot frontage of 70 feet. Residential multiplexes in this land use pod shall be afforded the same opportunities as set forth in the multi-family pod including the creation of sublots.

Section 2. Building Size: Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Maximum building height shall be 35 feet.

Section 3. Setbacks: The rear setback shall be 20 feet except a setback. Side yard setbacks shall be 10 feet, except the setback shall be 20 feet on any side corner. Front yard setbacks shall be 20 feet.

Section 4. Utilities: All utilities including but not limited to power, electric, and telephone shall be underground.

Section 5. Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Committee.

Section 6. 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. Any of the aforementioned structures shall be erected at any time without the written approval of the Architectural Control Committee.

Section 7. Garbage: No lot 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.

Section 8. Signs: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any parcel for any purpose whatsoever, except such signs as have been approved by the Architectural Review Committee. Signage is limited to a small wall identification/logo sign for each business. A kiosk-type structure shall provide a common entrance and identification sign for all of the business tenants located in the area described as all that land shown on and described as Parcel 4 of Certificate of Survey No. 12409 and Parcel 4 of Certificate of Survey No. 13186, Records of Flathead County, Montana.

Section 9. Parking: All lot owners shall be responsible for providing on-site parking in accordance with the Kalispell Zoning Ordinance for the intended uses.

Section 10. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein.

ARTICLE VII. ENFORCEMENT

Section 1. Interested Parties: Any owner 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Kalispell is an interested party and shall like an owner, at its sole election, also has the authority to enforce these Covenants, and in the event of litigation, shall be entitled to attorneys fees.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VIII. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the land described as all that land shown on and described as Parcel 4 of Certificate of Survey No. 12409 and Parcel 4 of Certificate of Survey No. 13186, Records of Flathead County, Montana, has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each parcel of land, regardless of size or of any deeded ownership interest in a condominium unit shall be entitled to one vote under this Article.

ARTICLE IX. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land described as all that land shown on and described as Parcel 4 of Certificate of Survey No. 12409 and Parcel 4 of Certificate of Survey No. 13186, Records of Flathead County, Montana, which instrument has been recorded, agreeing to such amendment. Each parcel of land, regardless of size or of any deeded ownership interest in a condominium unit shall be entitled to one vote under this Article provided that in any event an amendment shall not be valid unless approved in writing by the City of Kalispell.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

NORTHWEST HEALTHCARE CORPORATION

By: Thomas W. Lantz
President

199805512230

STATE OF MONTANA)
: ss.
County of Flathead)

On this 26th day of January, 1998, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Thomas W. Gaux, known to me to be the President of Northwest Healthcare Corporation, the Corporation whose name is subscribed to the within instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Greta C. Owens
Notary Public for the State of Montana
Residing at Columbia Falls, Montana
My commission expires 4/1/98

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of City of Kalispell
this 24 day of Feb, 19 98 at 12:23 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 390.00 Pd.

Susan St. Haverfield
(Flathead County Clerk and Recorder)

RECEPTION NO. 199805512230

RETURN TO Kalispell City Atty Rebekah Eslick
(Deputy)

Box 1997 Kalispell MT 59903-

Trippel's Printing

Clerk&R-RecS

Citizen's Title
CRCT-62084

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
Buffalo Commons (Retail/Commercial/Office)**

WHEREAS, on the 26th day of January, 1998, a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants") was recorded as Document No. 1998-055-12230, records of Flathead County, Montana, establishing certain restrictions on the use of and for the benefit of the subdivision development known as Buffalo Commons, located as Parcel 3 of Certificate of Survey No. 13186, as recorded among the land records of Flathead County, Montana.

WHEREAS, Article IX, entitled Amendment, reads:

✓ "This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land. . ."

WHEREAS, the undersigned are the owners of at least seventy five per cent (75%) of the land of Buffalo Commons, Retail/Commercial/Office; and,

WHEREAS, the undersigned Owners desire to amend the Covenants pursuant to Article IX.

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Buffalo Commons, (Retail/Commercial/Office) are amended as follows:

Amend Article VI, Section 9, of the original recorded Covenants, entitled, Parking, by deleting it in its entirety and replacing it as follows:

ARTICLE VI

Section 9. Parking: Required parking spaces associated with non-residential uses in the Retail/Commercial/Office Pod may be developed within the set back area, but not within five (5) feet of any property line, provided that an approved landscape buffer be placed between the parking area and the property line. The landscape buffer shall be subject to the approval of

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0001599 ✓
0001601 ✓
0003192 ✓
0196540 ✓

2000273 11070

the Site Review Committee. In situations where the rear or side property line is adjacent to landscaped common area, no setback is required along that property line.

Each and every other provision of the Covenants as recorded among the land records of Flathead County, Montana, except as to the Amendment herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of at least seventy-five per cent (75%) of the land subject to the Covenants above-described have executed this FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Buffalo Commons, (Retail/Commercial/Office) this 1st of August, 2000.

NORTHWEST HEALTHCARE CORPORATION

By: Velinda Stevens
Velinda Stevens, President/CEO

DIALYSIS CLINIC, INC.

By: [Signature]

GLACIER BANK

By: [Signature]

SEEN AND APPROVED:

CITY OF KALISPELL

By: Chris A. Kubulski

200027311070

STATE OF MONTANA)
: ss.
County of Flathead)

On this 1st day of August, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Velinda Stevens, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.



Leta C. Owens

Notary Public for the State of Montana
Residing at: Columbia Falls, MT
My Commission expires: 6/1/2002

STATE OF MONTANA)
: ss.
County of Flathead)

On this 1st day of August, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Chris Keen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.



Leta C. Owens

Notary Public for the State of Montana
Residing at: Columbia Falls, MT
My Commission expires: 6/1/2002

200027311070

STATE OF MONTANA)
: ss.
County of Flathead)

On this 1st day of August, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Michael J. Blodnick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.



Leta C Owens
Notary Public for the State of Montana
Residing at: Columbia Falls, MT
My Commission expires: 6/1/2002

STATE OF MONTANA)
: ss.
County of Flathead)

On this _____ day of _____, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

(Seal)

Notary Public for the State of Montana
Residing at: _____
My Commission expires: _____

STATE OF MONTANA)
: ss.
County of Flathead)

On this _____ day of _____, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Velinda Stevens, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

(Seal)

Notary Public for the State of Montana
Residing at: _____
My Commission expires: _____

STATE OF MONTANA)
: ss.
County of Flathead)

On this _____ day of _____, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

(Seal)

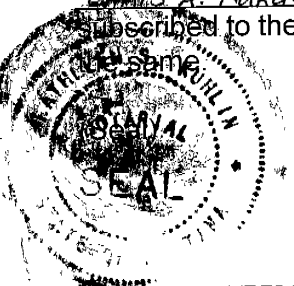
Notary Public for the State of Montana
Residing at: _____
My Commission expires: _____

STATE OF MONTANA)
: ss.
County of Flathead)

On this 11TH day of JULY, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared CHRIS A. KUKULSKI, CITY MGR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

Kathleen A. Kubler
Notary Public for the State of Montana
Residing at: KALISPELL, MONTANA
My Commission expires: 2/9/2002

Return to: Astle & Astle
705 Main St
Kalispell, MT 59901



FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Page 4

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of CTE
this 29 day of Sept, 2000 at 11:07 o'clock AM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 30- Pd.
RECEPTION NO. 2000273/1070
RETURN TO _____

Susan J. Haverfield
(Flathead County Clerk and Recorder)
Kay L. Greer
(Deputy)

2001360/5330

7

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
Buffalo Commons (Medical/Professional Facilities)**

WHEREAS, on the 26th day of January, 1998, a *Declaration of Covenants, Conditions and Restrictions* (hereinafter referred to as "Covenants") was recorded as Document No. 1998-055-12230, records of Flathead County, Montana, establishing certain restrictions on the use of and for the benefit of the subdivision development known as Buffalo Commons located as Parcel 4 of Certificate of Survey No. 12409, and Parcel 4 of Certificate of Survey No. 13186, as recorded among the land records of Flathead County, Montana; and,

WHEREAS, on the 29th day of September, 2000, a *First Amendment to Declaration of Covenants, Conditions and Restrictions* was recorded as Document No. 2000-273-11080, records of Flathead County, Montana, amending said *Declaration of Covenants, Conditions and Restrictions* as more particularly set forth in said *First Amendment*; and,

WHEREAS, Article IX, entitled Amendment, reads:

"This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land. . ."

WHEREAS, the undersigned are the owners of at least seventy five per cent (75%) of the land of Buffalo Commons, Medical/Professional Facilities; and,

WHEREAS, the undersigned Owners desire to amend the Covenants pursuant to Article IX.

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Buffalo Commons (Medical/Professional Facilities) are amended as follows:

Amend Article VI, Section 2, of the original recorded Covenants, entitled, Building Size, by deleting it in its entirety and replacing it as follows:

ARTICLE VI

Section 2. Building Size: Each building or other

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structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Maximum building height shall be 35 feet, provided that any hospital building or structure may have a maximum building height not to exceed 60 feet.

Each and every other provision of the *Covenants* and *First Amendment* thereto as recorded among the land records of Flathead County, Montana, except as to the Amendment herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of at least seventy-five per cent (75%) of the land subject to the *Covenants* above-described have executed this SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Buffalo Commons (Medical/Professional Facilities) this 3rd of December, 2001.

NORTHWEST HEALTHCARE CORPORATION

By: Velinda Stevens
Velinda Stevens, President/CEO

WINDWARD WAY, LLC

By: [Signature]
Member

ARCHITECTS DESIGN GROUP
ADG DEVELOPMENT LLP

By: [Signature]

WESTERN MONTANA MENTAL HEALTH CLINIC

By: [Signature]

2001360/5330

SEEN AND APPROVED:

CITY OF KALISPELL

By: Chris A. Kukulski
Chris A. Kukulski, City Manager

STATE OF MONTANA)

: ss.

County of Flathead)

On this 3rd day of December, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Velinda Stevens, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.



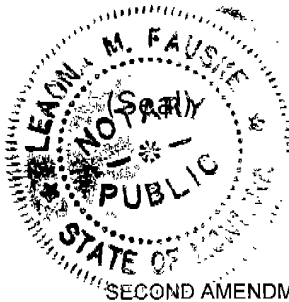
Beverly A. Moon
Notary Public for the State of Montana
Residing at: Kalispell
My Commission expires: October 13, 2005

STATE OF MONTANA)

: ss.

County of Flathead)

On this 3rd day of December, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John W. Peterson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

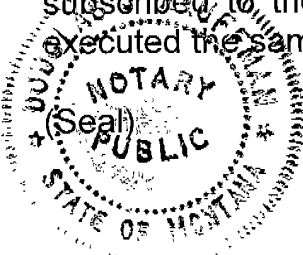


Leona M. Fauske
Notary Public for the State of Montana
Residing at: Kalispell
My Commission expires: 4/01/05

2001360/5330

STATE OF MONTANA)
 : ss.
County of Flathead)

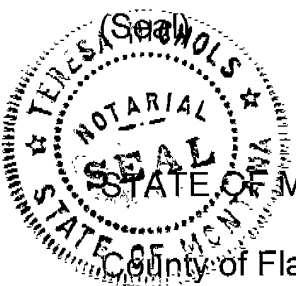
On this 10th day of DECEMBER, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jon E. Fudresen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.



[Signature]
Notary Public for the State of Montana
Residing at: KALISPELL
My Commission expires: 7/11/2004

STATE OF MONTANA)
Missoula : ss.
County of ~~Flathead~~)

On this 18th day of December, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared PAUL MEYER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.



[Signature]
Notary Public for the State of Montana
Residing at: Missoula
My Commission expires: 8-15-03

STATE OF MONTANA)
 : ss.
County of Flathead)

On this 19TH day of NOVEMBER, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Chris A. Kukulski, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



[Signature]
Notary Public for the State of Montana
Residing at: KALISPELL, MONTANA
My Commission expires: 2/9/02

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Page 4

Astle Astle
70 S. S. Main St.
Kalispell, MT
59901-5389

STATE OF MONTANA)
County of Flathead)
Recorded at the request of W. Astle this 26 day of Dec 2001 3:33
o'clock P and recorded in the records of Flathead County, State of Montana.
Fee \$ 24 Pd. [Signature]
Flathead County Clerk and Recorder

2001360/5330

[Signature]
13184 10/18/01 199728170480

SECOND AMENDMENT TO DELCLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Buffalo Commons (Medical/Professional Facilities)

WHEREAS, the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, (A), (B), (C), (D) and (E), Section I, Ordinance No. 1226, (Records of Flathead County, Doc. No. 9527615080) were initially filed on January 26, 1998; and (199805512230)

WHEREAS, the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, were modified on September 29, 2000 by the First Amendment to Declaration of Covenants, Conditions and Restrictions (No. 2000-273-11080, Records of Flathead County); and

WHEREAS, Article IX entitled Amendment, reads:

“This Declaration may be amended by an instrument signed by the owners of Seventy-five percent (75%) of the land...”; and

WHEREAS, Northwest Healthcare Corporation owns at least 75% of the land of Buffalo Commons, Medical/Professional Facilities (Exhibit E), and desire to amend the Covenants; and Doc. 199805512230

WHEREAS, the City Council of the City of Kalispell, Montana adopted Ordinance No. 1450 on the 21st day of April 2003; and

WHEREAS, the Kalispell Site Review Committee has approved minor modifications to Kalispell Ordinance No. 1450, reflecting the language set forth in Section I, below.

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Buffalo Commons (Medical/Professional Facilities, Exhibit E) are amended as follows:

SECTION I. That the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, Article VI, Section 8, Signs, is hereby amended as follows:

Section 8. Signs. No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any parcel for any purpose whatsoever, except such signs as have been approved by the Architectural Review Committee and the City of Kalispell.

Developed lots located in the Medical/Professional pods of Buffalo Commons may be permitted the following types and sizes of signs.

1. Lots with 1,000 feet or more of frontage shall be permitted entrance signs to parking lots providing shared parking or multiple services. The allowable sign area per face shall not exceed 14 square feet and the maximum height shall not exceed six feet. Signs must be placed in such a way that they do not block visibility of incoming or outgoing vehicles.
2. Lots with 1,000 or more feet of frontage shall be permitted two freestanding signs not to exceed 25 square feet per face and a height not to exceed six feet.

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E038256
0005392

200323215380

Additionally, one or more marquee or wall signs with a total area not to exceed 45 square feet shall be permitted. (see 6/19/03 site review committee minor revision)

- 3. Lots with less than 1,000 feet of frontage shall be permitted on freestanding sign not to exceed 24 square feet per face and a height not to exceed six feet. Additionally, a marquee or wall sign with an area not to exceed 20 square feet per use with a total sign area not to exceed 40 square feet total for such signs shall be permitted.

SECTION II. All other parts of Ordinance No. 1226, not amended hereby, shall remain the same.

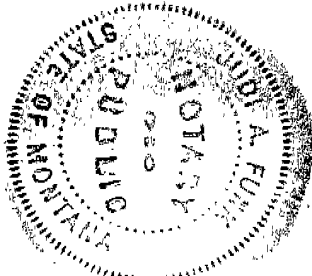
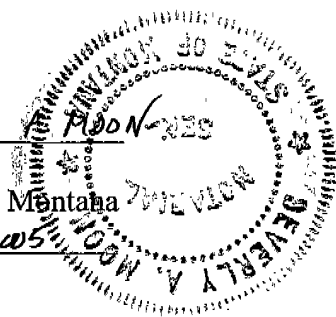
IN WITNESS WHEREOF, the undersigned owners of at least seventy-five per cent (75%) of the land subject to the Covenants above described have executed this **SECOND AMENDMENT** to the Declaration of Covenants, Conditions and Restrictions of Buffalo Commons (Medical Professional Facilities) this 11th of August, 2003.

NORTHWEST HEALTHCARE CORPORATION

By: Velinda Stevens
Velinda Stevens, President/CEO

Subscribed and sworn to before the undersigned, a Notary Public for the State of Montana, this 11th day of August, 2003.

Beverly A. Moon BEVERLY
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires October 13, 2005



CITY OF KALISPELL

By: Chris A. Kukulski
Kris Kukulski, City Manager

Subscribed and sworn to before the undersigned, a Notary Public for the State of Montana, this 11th day of August, 2003.

Judi A. Funk
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 8/25/2004

2003232 / 5380

EXHIBIT "E"

1998055 12230

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Medical/Professional Facilities)**

THIS DECLARATION, made this 26th day of January, 1998, by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real property situated in Flathead County, Montana, described as follows:

All that land shown on and described as Parcel 4 of Certificate of Survey No. 12409, and Parcel 4 of Certificate of Survey No. 13186, records of Flathead County, Montana.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described as all that land shown on and described as Parcel 4 of Certificate of Survey No. 12409, and Parcel 4 of Certificate of Survey No. 13186, Records of Flathead County, Montana, to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

STATE OF MONTANA COUNTY OF FLATHEAD) ss
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA, AT THE
REQUEST OF Jim Oliverson ON August 20, 2003
@ 3:38 o'clock PM \$ 18-
Paula Johnson CLERK AND RECORDER BY Belukaw Elich DEPUTY
RETURN Kalispell Regional DOCUMENT # 200323215380
310 Sunnyview Lane
Kalispell, MT 59901

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS Buffalo Commons (Retail/Commercial/Office)

WHEREAS, the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, (A), (B), (C), (D), and (E), Section I, Ordinance No. 1226, (Records of Flathead County, Doc. No. 9527615080) were initially filed on January 26, 1998; and 199805512230

WHEREAS, the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, were modified on September 29, 2000, by the First Amendment to Declaration of Covenants, Conditions and Restrictions (No. 2000-273-11080, Records of Flathead County) and on April 21, 2003 by the Second Amendment to Declaration of Covenants, Conditions and Restrictions, City Ordinance No 1450; and

WHEREAS, Article IX entitled Amendment, reads:

"This Declaration may be amended by an instrument signed by the owners of Seventy-five percent (75%) of the land..."; and

WHEREAS, the undersigned are the owners of at least 75% of the land of Buffalo Commons, Retail/Commercial/Office (Exhibit B, Document No. 199805512230, Records of Flathead County, Montana) and desire to amend the Covenants; and

WHEREAS, the undersigned Owners desire to amend the Covenants pursuant to Article IX.

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Buffalo Commons Retail/Commercial/Office (Exhibit B), are amended as follows:

SECTION I. That the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, Article VI, Section 8, Signs, is hereby amended as follows:

Section 8. Signs. No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any parcel for any purpose whatsoever, except such signs as have been approved by the Architectural Review Committee and the City of Kalispell.

Developed lots located in the Retail/Commercial/Office pod of Buffalo Commons may be permitted the following types and sizes of signs.

- 1. Temporary construction and real estate signs of the size and quantity as set forth in Kalispell Zoning Ordinance, Section 27.24.050.
2. Directional and incidental signs as otherwise permitted in Kalispell Zoning Ordinance, Section 27.24.050.

Handwritten numbers in the left margin: E000628, 0973833, 0606173, 0006170, 0006171, 0601601, 0006172, 0006174, 0196540, 0005138, 0004926, 0005590, 000311, 000599, 0005137

2003232 15390

3. One ground sign for any lot with 200 or more feet of frontage along any single street segment of Commons Way or Commons Loop. Corner lots, regardless of having frontage along 2 street segments are eligible for only one (1) ground sign. The ground sign shall not exceed 24 square feet per face and a height not to exceed 6 feet. Sign materials shall be primarily rock, wood, or metal combination and reflect natural earth tone colors (browns, blacks, greens, blues). Plastic panels will not be permitted. Ground signs may be illuminated by continuous, stationary, shielded light sources directed solely at the sign. Landscaping of the sign base area is required.
4. One wall or marquee sign per each individual business having direct customer entrance from the building exterior. Buildings with a common entrance or foyer serving multiple tenants shall be permitted one wall sign, identifying the name of the building or business. Individual exterior signs for multi-tenant suites will not be permitted. Wall or marquee signs shall be single-faced and not exceed 24 square feet per sign. Signage shall reflect natural earth tone colors (browns, blacks, greens, blues) and may be illuminated by continuous, stationary, shielded light sources directed solely at the sign or internal to it. Plastic sign faces are discouraged.
5. In no circumstance shall total signage area exceed 75 square feet on any lot having less than 200 feet of frontage along any single street or 150 square feet on any lot having 200 feet or more of frontage along any single street. A common signage plan subject to review and approval by the Buffalo Commons Architectural Review Committee and by the City of Kalispell Zoning Administrator shall be required prior to issuing a sign permit.
6. Signage shall have general orientation to the internal roads of Buffalo Commons. Signage directed towards U.S. Highway 93 from lots located on the westerly side of Commons Way or Commons Loop will not be permitted.
7. Interior window signs and neon building accents are specifically prohibited.
8. Unless otherwise addressed under this section, all signs shall be constructed pursuant to the Kalispell Zoning Ordinance..

SECTION II. All other parts of Ordinance No. 1226, not amended hereby, shall remain the same.

IN WITNESS WHEREOF, the undersigned owners of at least seventy-five per cent (75%) of the land subject to the Covenants above described have executed this **THIRD AMENDMENT** to the Declaration of Covenants, Conditions and Restrictions of Buffalo Commons (Retail/Commercial/Office) this 19 of August, 2003.

2003232 15390

NORTHWEST HEALTHCARE CORPORATION

By: Velinda Stevens
Velinda Stevens, President/CEO

Subscribed and sworn to before me, a Notary Public for the State of Montana,
this 11th day of August, 2003.

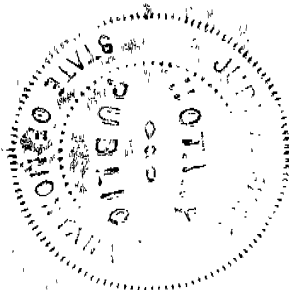
Beverly A. Moon BETEVERLY A. MOON
Signature Print
Notary Public for the State of Montana
Residing at Kalispell Montana
My Commission Expires October 13, 2005

CITY OF KALISPELL

By: Chris A. Kukulski
Chris Kukulski, City Manager

Subscribed and sworn to before me, a Notary Public for the State of Montana,
this 19th day of August, 2003.

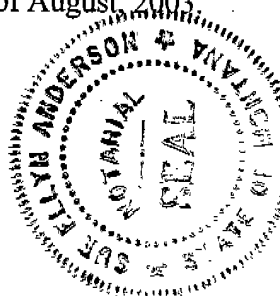
Judi A. Funk
Signature Judi A. Funk Print
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 2/25/2004



GLACIER BANK

By: Dennis Beams EVP
Dennis Beams

Subscribed and sworn to before me, a Notary Public for the State of Montana,
this 13th day of August, 2003.



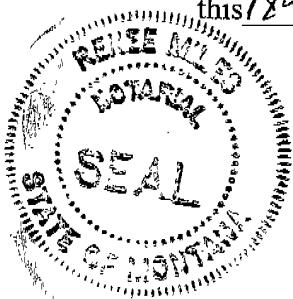
Sue Elynn Anderson Sue Elynn Anderson
Signature Print
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 9-15-2003

2003232 15390

AMERICAN BANK OF MONTANA

By: Rad Stoll

Subscribed and sworn to before me, a Notary Public for the State of Montana, this 18th day of August, 2003.

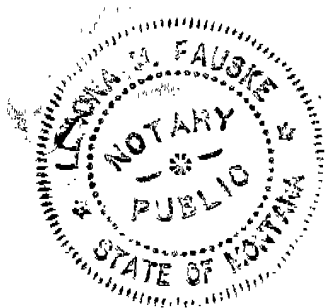


Renee Miles
Signature RENEE MILES Print
Notary Public for the State of Montana
Residing at Columbia Falls, Montana
My Commission Expires 1-6-2007

ADG DEVELOPMENT, LLP

By: Glen Anacker
Glen Anacker

Subscribed and sworn to before me, a Notary Public for the State of Montana, this 13th day of August, 2003.



Leona M. Fauske
Signature LEONA M. FAUSKE Print
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 4/1/05

PEAK DEVELOPMENT, LLP

By: Matt Waatt
Matt Waatt

Subscribed and sworn to before me, a Notary Public for the State of Montana, this 13th day of August, 2003.



Jacqueline L. Bissonnette
Signature Jacqueline L. Bissonnette Print
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 01-04-07

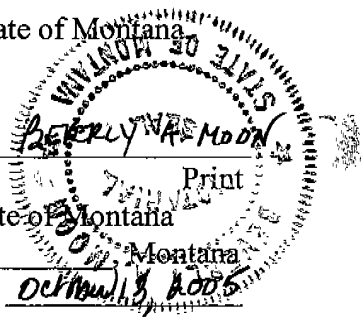
2003232 15390

NORTHWEST HEALTHCARE CORPORATION

By: Velinda Stevens
Velinda Stevens, President/CEO

Subscribed and sworn to before me, a Notary Public for the State of Montana,
this 11th day of August, 2003.

Beverly A. Moon
Signature
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires October 13, 2006



CITY OF KALISPELL

By: _____
Chris Kukulski, City Manager

Subscribed and sworn to before me, a Notary Public for the State of Montana,
this ___ day of August, 2003.

Signature
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires _____

GLACIER BANK

By: _____

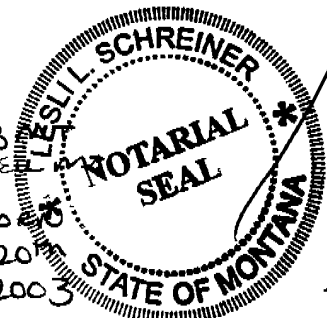
Subscribed and sworn to before me, a Notary Public for the State of Montana,
this ___ day of August, 2003.

Signature
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires _____

Notary Public State of Montana
Residing at Kalispell, Montana

Subscribed + Sworn to
before me this 20th
day of August, 2003

Lesli L. Schreiner
Lesli L. Schreiner
EXPIRES 4-22-2006



Joim Olenerson

Buffalo Commons common area owners Ass. Inc

2003232 15390

ERA 1ST CHOICE REALTY

By: Randy Moore
Randy Moore

Subscribed and sworn to before me, a Notary Public for the State of Montana,
this 13 day of August, 2003.

Janae L. Moore
Signature Janae L. Moore Print
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 9-05-03

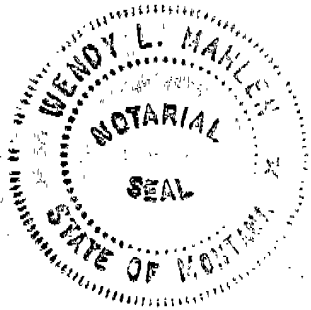


TRIPLE DIVIDE, LLC

By: Blaine Stimal
Blaine Stimal

Subscribed and sworn to before me, a Notary Public for the State of Montana,
this 13 day of August, 2003.

Wendy L. Mahlen
Signature Wendy L. Mahlen Print
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 5-23-2005



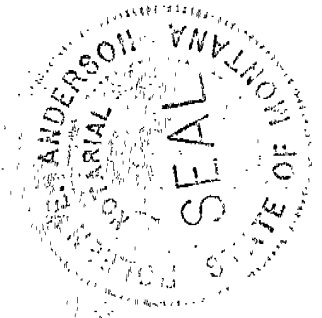
THOMAS A. AND MISTY L. THURSTON

By: Thomas A. Thurston
Thomas A. Thurston

By: Misty L. Thurston
Misty L. Thurston

Subscribed and sworn to before me, a Notary Public for the State of Montana,
th 18 day of August, 2003.

Roleen E Anderson
Signature Roleen E Anderson Print
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 6-20-2004



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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BUFFALO COMMONS
(Retail/Commercial/Office)**

THIS DECLARATION, made this 26th day of January, 1998,
by Northwest Healthcare Corporation, hereinafter referred to as "DECLARANT",

WITNESSETH;

That WHEREAS, Northwest Healthcare Corporation is the owner of real
property situated in Flathead County, Montana, described as follows:

All that land as shown on and described as
Parcel 3 of Certificate of Survey No. 13186, Records
of Flathead County, Montana.

That WHEREAS, Declarant is desirous of subjecting all of said property
hereinabove described as all that land as shown on and described as Parcel 3
of Certificate of Survey No. 13186, Records of Flathead County, Montana, to
the Conditions, Covenants and Restrictions hereinafter set forth, each and all
of which is and are for the benefit of said property and for each owner thereof
and shall inure to the benefit and pass with said property, and each and every
parcel thereof, and shall apply to and bind the successors in interest, and any
owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real
property above-described, hereby declares that the said real property is, and
shall be, held, transferred, sold and conveyed, subject to the conditions,
restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any
interest in and to the above-described property shall be held to agree and
covenant with the owner of any of the property hereinabove described, or any
parcel thereof, and with their heirs and successors and assigns, to conform to
and observe the following covenants, restrictions, and conditions as to the use
thereof, and as to the construction of dwellings and improvements thereon.

STATE OF MONTANA COUNTY OF FLATHEAD) ss
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA, AT THE
REQUEST OF Jim Oliveron ON Aug 20, 2003
@ 3:39 o'clock PM 42 o'clock
Clerk and Recorder BY Leleah Eslich DEPUTY
RETURN Kauspell Regional Hospital DOCUMENT # 2003232 15390
310. Sunnyview Lane
Kauspell, MT 59901

CITY CLERK
PO Box 1997
KALISPELL, MT 59903



Paula Robinson, Flathead County MT by NC

200900009940
Page: 1 of 2
Fees: \$22.00
4/10/2009 8:20 AM

ORDINANCE NO. 1401

AN ORDINANCE AMENDING ORDINANCE NO. 1226 (PLANNED UNIT DEVELOPMENT, BUFFALO COMMONS) BY AMENDING THE HEIGHT LIMIT FOR THE MEDICAL/PROFESSIONAL FACILITIES POD, AND DECLARING AN EFFECTIVE DATE.

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WHEREAS, the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, (A), (B), (C), (D) and (E), Section I, Ordinance No. 1226, (Records of Flathead County, Doc. No. 9527615080) were initially filed on January 26, 1996; and

WHEREAS, the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, were modified on September 29, 2001, by the First Amendment to Declaration of Covenants, Conditions and Restrictions (No. 2000-273-11080, Records of Flathead County); and

WHEREAS, Article IX, entitled Amendment, reads:

"This Declaration may be amended by an instrument signed by the owners of seventy-five percent (75%) of the land..."; and

WHEREAS, Northwest Healthcare Corporation owns at least 75% of the land of Buffalo Commons, Medical/Professional Facilities, and desire to amend the Covenants.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KALISPELL, AS FOLLOWS:

SECTION I. That the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, Article VI, Section 2, Building Size, is hereby amended by deleting it in its entirety and replacing it as follows:

Section 2. Building Size. Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Maximum building height shall be 35 feet, provided that any hospital building height or structure

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may have a maximum building height not to exceed 60 feet.

SECTION II. All other parts and portions of Ordinance No. 1226, not amended hereby, shall remain the same.

SECTION III. This Ordinance shall take effect from and after 30 days of its passage by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KALISPELL, MONTANA, THIS 15TH DAY OF OCTOBER, 2001.

Wm. E. Boharski .

Wm. E. Boharski
Mayor

ATTEST:

Theresa White

Theresa White
City Clerk



KALISPELL CITY CLERK
PO Box 1997
KALISPELL, MT 59903



Paula Robinson, Flathead County MT by NC

200900009941
Page: 1 of 2
Fees: \$22.00
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ORDINANCE NO. 1450

AN ORDINANCE AMENDING ORDINANCE NO. 1226 (PLANNED UNIT DEVELOPMENT, BUFFALO COMMONS) BY AMENDING THE SIGN STANDARDS FOR THE MEDICAL/PROFESSIONAL FACILITIES POD, AND DECLARING AN EFFECTIVE DATE.

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WHEREAS, the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, (A), (B), (C),(D) and (E), Section I, Ordinance No. 1226, (Records of Flathead County, Doc. No. 9527615080) were initially filed on January 26, 1998; and

WHEREAS, the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, were modified on September 29, 2001, by the First Amendment to Declaration of Covenants, Conditions and Restrictions (No. 2000-273-11080, Records of Flathead County); and

WHEREAS, Article IX, entitled Amendment, reads:

“This Declaration may be amended by an instrument signed by the owners of seventy-five percent (75%) of the land...”; and

WHEREAS, Northwest Healthcare Corporation owns at least 75% of the land of Buffalo Commons, Medical/Professional Facilities, and desire to amend the Covenants.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KALISPELL, AS FOLLOWS:

SECTION I.

That the Declarations of Covenants, Conditions, and Restrictions, Buffalo Commons, Article VI, Section 8, Signs, is hereby amended as follows:

Section 8. Signs. No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any parcel for any purpose whatsoever, except such signs as have been approved by the Architectural Review Committee and the City of Kalispell.

Developed lots located in the Medical/Professional pods of Buffalo Commons may be permitted the following types and sizes of signs.

1. Lots with 1,000 feet or more of frontage shall be permitted entrance sign to parking lots providing shared parking or multiple services. The allowable sign area per face shall not exceed 14 square feet and the maximum height shall not exceed six feet. Signs must be placed in such a way that they do not block visibility of incoming or outgoing vehicles.

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- 2. Lots with 1,000 or more of frontage shall be permitted one freestanding sign not to exceed 60 square feet per face and a height not to exceed six feet. Additionally, a marquee or wall sign with an area not to exceed 20 square feet per use with a total sign area not to 40 square feet total for such signs shall be permitted in addition to a free standing sign if the freestanding sign does not exceed 40 square feet per face.
- 3. Lots with less than 1,000 feet of frontage shall be permitted one freestanding sign not to exceed 24 square feet per face and a height not to exceed six feet. Additionally, a marquee or wall sign with an area not to exceed 20 square feet per use with a total sign are not to exceed 40 square feet total for such signs shall be permitted.

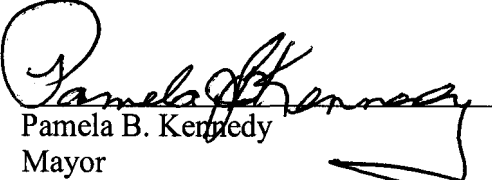
SECTION II.

All other parts and portions of Ordinance No. 1226, not amended hereby, shall remain the same.

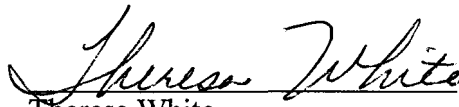
SECTION III.

This Ordinance shall take effect from and after 30 days of its passage by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF KALISPELL, MONTANA, THIS 21ST DAY OF APRIL, 2003.


 Pamela B. Kennedy
 Mayor

ATTEST:


 Theresa White
 City Clerk



MISC:

BOOK 696 PAGE 111

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS dated this 9th day of July, 1980, by Lee Lewis Cameron, David Leslie Cameron, Leslie D. Cameron, Ora E. Clark, and Helen C. Simpson, the ("Declarant"), with its principal address at 250 Buffalo Hill Drive, Kalispell, Montana.

WITNESSETH:

WHEREAS, Declarant is the owner of a parcel of land located in the County of Flathead, State of Montana and more fully described in Exhibit "A" attached hereto and made a part hereof as if fully re-written herein; and

WHEREAS, Declarant has conveyed or is about to convey a parcel of land described in Exhibit "B" attached hereto and made a part hereof as if fully re-written herein; and

WHEREAS, Declarant has agreed and hereby acknowledges that as an inducement to the purchaser of the parcel of land described in Exhibit "B" to encumber the parcel of land described in Exhibit "A" with certain restrictions; and

WHEREAS, Declarant desires to establish and create for the benefit of the owners and occupants of the parcel of land described in Exhibit "B" certain restrictive covenants as more fully set forth below.

NOW, THEREFORE, the Declarant as owner of the parcel of land described in Exhibit "A" for itself and its successors and assigns declares as follows:

1. From the date of the recording of this instrument the premises described in Exhibit "A" shall never be used for a building structure or other improvement that will exceed four (4) stories in height (a total building height of forty-eight (48)

MISC.

BOOK 696 PAGE 112

feet from the finished grade as established at the time of construction of the improvements to be built upon the lands described in Exhibit "A").

2. The covenants and restrictions contained herein shall run with the land and shall enure to the benefit of the owner of Parcel B and its successors and assigns and shall be binding upon the Declarant and the successors and assigns of the Declarant, including all persons claiming title under Declarant.

3. The invalidity of any of the covenants or conditions contained herein by order of court or otherwise shall not affect any of the other provisions hereof and such other provisions shall remain in full force and effect.

4. This instrument shall be construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictions to be signed the day and year first above mentioned.

Jan Canell
Signed and acknowledged
in the presence of:

Jan Canell

Leslie D. Cameron
Leslie D. Cameron

David Leslie Cameron
David Leslie Cameron

Leslie D. Cameron
Leslie D. Cameron

Ora E. Clark
Ora E. Clark

Helen C. Simpson
Helen C. Simpson

MISC.

BOOK 696 PAGE 113

STATE OF WASHINGTON)
) ss.
County of King)

On this day personally appeared Lee Lewis Cameron and David Leslie Cameron, the persons above mentioned to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed for the use and purposes therein mentioned. Given under my hand and official seal this 9th day of July, 1980.



James Wilson
Notary Public for the State of Washington
Residing at: Spokane
My Commission expires: 11-2-83

STATE OF MONTANA)
) ss.
County of Flathead)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Leslie D. Cameron, Ora E. Clark and Helen C. Simpson, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Calispell, MT this 10th day of July, 1980.

W. H. H. H.
Notary Public for the State of Montana
Residing at: Calispell, MT
My Commission expires: Jan 23, 1982

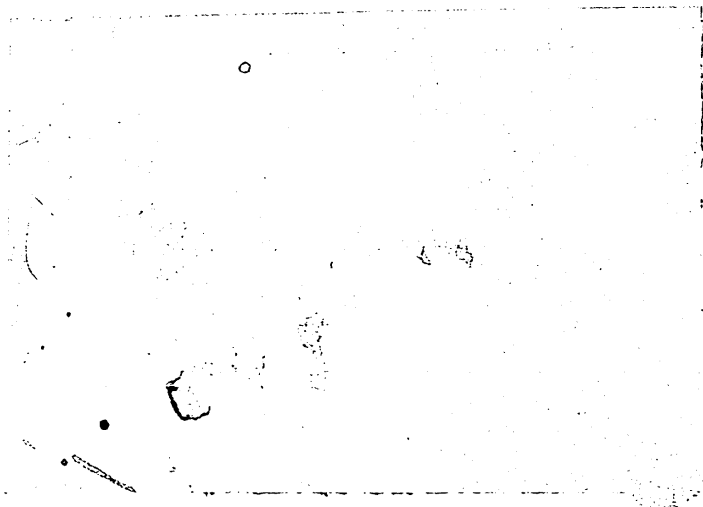
MISC.

BOOK 696 PAGE 114

A tract of land situated, lying, and being in Government Lot Six (6) of Section Six (6), Township 28 North, Range 21 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Beginning at a found monumented corner at the Northwest corner of Simmon's Addition No. 33, which is the Northwest corner of Lot One of Re-subdivision of Simmon's Addition No. 78, both of which are of record at the Office of Clerk and Recorder, Flathead County, Montana; thence South $3^{\circ}33'50''$ West along the Westerly boundary line of said Simmon's Addition a distance of 660.11 feet to a found monumented corner, said point being the Southeast corner of said aforementioned Simmon's Addition, and also lying on the Northerly right-of-way boundary of Sunny View Lane; thence North $86^{\circ}19'15''$ West along said Northerly right-of-way boundary of Sunny View Lane a distance of 392.38 feet to a found monumented corner which also lies on the Easterly right-of-way boundary line of U.S. Highway No. 93; thence North $15^{\circ}32'20''$ West along said Easterly right-of-way boundary of U.S. Highway No. 93 a distance of 710.54 feet to a found monumented corner; thence South $85^{\circ}19'39''$ East a distance of 625.03 feet to the place of beginning and containing 7.757 acres of land, more or less. Subject to all easements of record and subject to water line easements as described in Book 443, Page 630, Book of Records of the Office of Clerk and Recorder, Flathead County, Montana.

Exhibit "A"



MISC.

BOOK 696 PAGE 115

A tract of land situated, lying, and being in Government Lots Five (5) and Six (6) of Section Six (6), Township Twenty-Eight (28) North, Range Twenty-one (21) West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the One quarter (1/4) corner common to Section Six, Township 28 North, Range 21 West, and Section One, Township 28 North, Range 22 West, P.M.M., Flathead County, Montana; thence North 1°39'00" East along the East boundary line of Section One a distance of 99.40 feet to a found monumented corner; thence continuing North 1°39'00" East along said East boundary of Section One a distance of 1262.41 feet to a found monumented corner, said corner being the true Point of Beginning and also being the southwest corner of Park View Terrace, a plat which is on file and of record on the Office of Clerk and Recorder, Flathead County, Montana; thence North 89°49'56" East along the South boundary line of the aforementioned Park View Terrace a distance of 1195.31 feet to a found monumented corner accepted as the Northeast corner of Government Lot 5; thence South 3°41'26" West a distance of 1353.73 feet to a found monumented corner accepted as the Southeast Corner of Government Lot Five; thence South 3°31'36" West a distance of 561.99 feet to a found monumented corner, said point being the Northeast corner of a tract of land found on Certificate of Survey No. 1422, Book of Records, Office of Clerk and Recorder, Flathead County, Montana; thence North 85°19'39" West a distance of 955.03 feet to a found monumented corner, said point being on the Easterly right-of-way boundary of U.S. Highway No. 93; thence North 15°32'20" West along said Highway right-of-way boundary a distance of 579.20 feet to a found 3 inch diameter aluminum right-of-way monument which is the P.C. of a 2775.6 foot radius curve (property line) to the right; thence along the Easterly Highway right-of-way boundary through a central angle of 0°13'40" a distance of 11.03 feet to a found monumented corner lying on the East boundary line of Section One; thence North 1°39'00" East along said East Boundary line of Section One a distance of 1262.41 feet to the Point of Beginning, containing 48.620 acres of land, more or less. Subject to all easements of record and subject to water line easements as described in Book 443, Page 630, Book of Records of the Office of Clerk and Recorder, Flathead County, Montana.

Exhibit "B"

Return To
Developer's Diversified
7455 Chagrin Blvd
Cleveland, Ohio 44122

INDEXED	-
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PREPARED	8

STATE OF MONTANA } ss
County of Flathead }
Filed for record at the request of FMT
this 10th day of July 1982 at 12:22 o'clock P M and recorded in VOL. 696
PAGE 111 Records of Flathead County, State of Montana.
Fee \$ 12.00 Pd.

Erin D. Hindman
Flathead County Clerk and Recorder

RECEPTION NO. 7632

Shirley D. Charbonneau
Deputy

RETURN TO _____